

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER SP0600-01-R-0034	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID								
X	b. NEGOTIATED (RFP)								
	c. NEGOTIATED (RFQ)								

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)			
ATTN: BRENDA HALL/DESC-FPB/RM 2941 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222	PPN: 6.3 FAX: 703-767-9338 TELEPHONE: 703-767-9342		

4. ITEMS TO BE PURCHASED (Brief description)

ALONGSIDE AIRCRAFT REFUELING AND RELATED SERVICES AT NAS FALLON, NEVADA FOR THE PERIOD OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2006 WITH ONE 5-YEAR OPTION TO RENEW.

5. PROCUREMENT INFORMATION (X and complete as applicable)			
X	a. THIS PROCUREMENT IS UNRESTRICTED		
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)		
	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns

1. Facsimile proposals are **NOT** authorized for this solicitation. Offers should be submitted on the most favorable terms possible from a price and technical standpoint.

2. Please be certain to clearly identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance of all amendments to this solicitation.

3. If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list, this form must be returned to DFSC within 30 days after the closing date of the solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.

7. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) BRENDA HALL	b. ADDRESS (Including Zip Code) ATTN: BRENDA HALL/DESC-FPB DEFENSE ENERGY SUPPORT CENTER 8725 JOHN KINGMAN ROAD, SUITE 2941 FORT BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9342	

8. REASONS FOR NO RESPONSE (X all that apply)				
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENTS
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
e. OTHER (Specify)				
9. MAILING LIST INFORMATION (X one)				
<input type="checkbox"/>	YES	<input type="checkbox"/>	N O	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.
10. RESPONDING FIRM				
a. COMPANY NAME			b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER				
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title		(3) Signature
				(4) Date Signed (YY-MM-DD)

DD Form 1707 Reverse, MAR 90

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FROM

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AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-01-R-0034	
APRIL 13, 2001	LOCAL TIME
	3:00 PM

TO **ATTN: BID CUSTODIAN, DESC-CPC, ROOM 3829
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN KINGMAN ROAD
FORT BELVOIR, VA 22060-6222**

4. Notice: Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.
5. Any questions regarding this requirement should be submitted to this office either by mail or fax (703)767-9338 no later than March 23, 2001.
6. A pre-proposal conference is scheduled for March 28, 2001 at 0900 hours at NAS Fallon, Nevada (see clause L196). You must preregister by either e-mail (bhall@desc.dla.mil) or faxing (703-767-9338) the name(s) of the individual(s) who plan to attend to Ms. Brenda Hall, Contract Specialist, not later than March 23, 2001.

IMPORTANT NOTICES:

All contractors must be registered in the Central Contractor Registration. See clause I1.07 for details.

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 32	
2. CONTRACT NO.		3. SOLICITATION NO. SP0600-01-R-0034		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 21 FEB 01		6. REQUISITION/PURCHASE NO. N-00-09	
7. ISSUED BY CODE Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Buyer/Symbol: Brenda Hall/DESC-FPB Phone: 703-767-9342 Fax: 703-767-9338				SPO600		8. ADDRESS OFFER TO (If other than item 7) ATTN: Bid Custodian/DESC-CPC/Rm. 3829 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Fax: 703-767-8506 Verification: 703-767-8758			
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".									
SOLICITATION									
9. Sealed offers in original and 1 (ONE) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in DESC-CPC, Rm. 3829 until 3:00 PM local time 13 April 2001 . (hour) (date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all terms and conditions contained in this solicitation. See Clause L2.05-8									
10. FOR INFORMATION CALL:		A. NAME Brenda Hall				B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (703) 767-9342			
11. TABLE OF CONTENTS									
(x)	SEC.	DESCRIPTION		PAGE(S)	(x)	SEC.	DESCRIPTION		PAGES
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X	B	SUPPLIES OR SERVICE AND PRICES/COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.				
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X	H	SPECIAL CONTRACT REQUIREMENTS		8					
OFFER (Must be fully completed by offeror)									
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8)		(14)		10 CALENDAR DAYS	20 CALENDAR DAYS		30 CALENDAR DAYS	CALENDAR DAYS	
				%	%		%	%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated.				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
		BIDDER CODE-		CAGE CODE-		FAX #-			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE				17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEM NUMBERED		20. AMOUNT (EST)		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▷ (4 copies unless otherwise specified)				ITEM SEE BLK 25	
24. ADMINISTRATION BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type of print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.									

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	#2000-0340 (REV. 1) DATED DECEMBER 14, 2000	ATTACHMENT 1
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*OSP: Offeror Submission Package, Attach. 3

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)**

The following services are to be provided for the period October 1, 2001 through September 30, 2006 with one five-year option to renew at NAS Fallon, Nevada:

**BASE YEAR
OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2006**

<u>LINE ITEM</u>	<u>DESCRIPTION OF SERVICES</u>	<u>PRICE PER MONTH</u>
0001	Alongside Aircraft Refueling Operations (to include the dispatch function)	\$ _____
0002	Fuel Storage and Distribution Operations (to include system PM and operator maintenance)	\$ _____
0003	Service Station Operations	\$ _____
0004	Ground Fuel Delivery	\$ _____
0005	Cryogenics Storage and Distribution	\$ _____
0006	NONPERSONAL SERVICES AND SUPPLIES: (COST REIMBURSEMENT - MAINTENANCE)	<u>Estimated \$5,000/Year</u>

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NAS Fallon, in accordance with Segment II, Section C-4.0.

NOTE: The Contractor will be reimbursed for services, under Line Item 0006, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section C-4.0, LOGISTICS SUPPORT, COST REIMBURSABLE). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

0007 AUGMENTATION

(a) Payment for augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer - Straight Time	_____	\$ _____/hour
0007AB	Truck Driver Tractor Trailer - Overtime	_____	\$ _____/hour
0007AC	Fuel System Distribution Oper - Straight Time	_____	\$ _____/hour
0007AD	Fuel System Distribution Oper - Overtime	_____	\$ _____/hour

(b) AUGMENTATION RATES.

STRAIGHT TIME - CATEGORY

Base Rate
 Plus applicable Fringes
 Subtotal
 Plus PT&I* (specify rate
 Subtotal
 Plus Profit (specify rate)
 Total Straight-Time Rate

B30 Cont'd.OVERTIME - CATEGORY

Base Rate times 1.5
 Plus PT&I* (as specified above)
 Subtotal
 Plus Profit (as specified above)
 Total Overtime Rate

Payroll Taxes and Insurance*OPTION 1****OCTOBER 1, 2006 THOROUGH SEPTEMBER 30, 2011**

<u>LINE ITEM</u>	<u>DESCRIPTION OF SERVICES</u>	<u>PRICE PER MONTH</u>
0001	Alongside Aircraft Refueling Operations (to include the dispatch function)	\$ _____
0002	Fuel Storage and Distribution Operations (to include system PM and operator maintenance)	\$ _____
0003	Service Station Operations	\$ _____
0004	Ground Fuel Delivery	\$ _____
0005	Cryogenics Storage and Distribution	\$ _____
0006	NONPERSONAL SERVICES AND SUPPLIES: (COST REIMBURSEMENT - MAINTENANCE) The Contractor shall furnish nonpersonal services, maintenance, and supplies at NAS Fallon, in accordance with Segment II, Section C-4.0.	<u>Estimated \$5,000/Year</u>

NOTE: The Contractor will be reimbursed for services, under Line Item 0006, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section 4.0, LOGISTICS SUPPORT, COST REIMBURSABLE). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

0007 AUGMENTATION
 (a) Payment for augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer - Straight Time	_____	\$ _____/hour
0007AB	Truck Driver Tractor Trailer - Overtime	_____	\$ _____/hour
0007AC	Fuel System Distribution Oper - Straight Time	_____	\$ _____/hour
0007AD	Fuel System Distribution Oper - Overtime	_____	\$ _____/hour

B30 Cont'd.**(b) AUGMENTATION RATES.****STRAIGHT TIME -CATEGORY**

Base Rate
 Plus applicable Fringes
 Subtotal
 Plus PT&I* (specify rate) _____
 Subtotal
 Plus Profit (specify rate) _____
 Total Straight-Time Rate

OVERTIME - CATEGORY

Base Rate times 1.5
 Plus PT&I* (as specified above)
 Subtotal
 Plus Profit (as specified above)
 Total Overtime Rate

***Payroll Taxes and Insurance**

The Ordering Officer for augmentation at NAS Fallon shall be the Commanding Officer or designee.

NOTE: When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT clause.

(DESC 52.207-9F80)

B30.01 SCHEDULE OF PAYMENTS (AARD) (MULTIYEAR) (DESC APR 1994)

(a) The Contractor shall be paid monthly, commencing at the end of the first month, for each month of all performance periods, a sum equal to the amount specified for all line items with the exception of Line Item 0001(2). Payment set forth in Line Item 0001(2) will be adjusted at the end of the last month of each performance period according to the prescribed formula.

(b) Funds cited on the contract do not include funds for payment of Line Items 0006 & 0007 contained in the Schedule. The activity will administer and obligate funds for this item on DD Form 1155.

(DESC 52.232-9FR5)

SECTION C - DESCRIPTION/SPECIFICATION**Performance Work Statement**

SEE SEGMENT II

SECTION E - INSPECTION AND ACCEPTANCE**E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

E5.03 Cont'd.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

E29 INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)

(a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.

(b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.

(c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.

(d) **TANK INTERIORS.** Equipment presented for inspection shall be vapor free.

(e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).

(f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.

(g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.

(h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense.

(DESC 52.246-9FF5)

E30.01 DESIGNATION OF QUALITY REPRESENTATIVE (AARD) (DESC MAR 1981)

Responsibility for the inspection of the quality of performance of services and of the equipment used in the performance of the services under this contract is assigned to the Commanding Officer at the location at which these services are performed.

(DESC 52.246-9F30)

SECTION F - DELIVERIES AND PERFORMANCE

F30.05 ORDERING CONDITIONS (AARD) (DESC APR 1984)

Orders issued pursuant to the ORDERING clause may, at the discretion of the Ordering Officer, be oral. Orders issued under this clause shall be subject to written confirmation, to include obligation of funds. Such orders shall be "issued" for purposes of this contract at the time of issuance shown on the Ordering Officer's written log. The Ordering Officer is responsible for ensuring that funds are available prior to issuing verbal orders.

(DESC 52.216-9FE5)

SECTION G - CONTRACT ADMINISTRATION DATA

G1 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. (DFARS 252.242-7000)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.
(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.
(DESC 52.232-9F45)

G8 DESIGNATION OF PROPERTY ADMINISTRATOR (AARD) (DESC APR 1970)

The Property Administrator will be the Commanding Officer at the location at which services required hereunder are performed.
(DESC 52.242-9F60)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

G9.09 Cont'd.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

G16 SUBMISSION OF INVOICES FOR PAYMENT (AARD) (DESC AUG 1999)

Contractor's invoices, in quadruplicate, stating the gallonage handled and truck movements made during the month for which reimbursement is due, shall be submitted monthly to the Station Commanding Officer or his designee for certification. A separate invoice should be submitted detailing augmentation hours worked in accordance with the Statement of Services and Schedule of Work. Invoices shall be accompanied by such forms as are prescribed by the Commanding Officer under this contract.

(DESC 52.232-9FE1)

SECTION H - SPECIAL CONTRACT REQUIREMENT

H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report--
 - (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and
 - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(DFARS 252.245-7001)

H51.01 INSURANCE REQUIREMENTS (AARD) (DESC MAR 1990)

- (a) The General Liability Workmen's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

GENERAL LIABILITY INSURANCE.

Bodily Injury.....	AT LEAST \$500,000 per person
Property Damage.....	AT LEAST \$ 50,000 per accident
Workmen's Compensation.....	AT LEAST \$100,000 except in states
with exclusive monopolistic funds which do not permit the writing of workmen's compensation by private carriers (Nevada, North Dakota, Ohio, Oregon, Washington, West Virginia, and Wyoming).	

AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury.....	AT LEAST \$200,000 per person
	AT LEAST \$500,000 per accident
Property Damage.....	AT LEAST \$ 20,000 per accident

- (b) Within 30 days from the date of award, or upon request by the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F10)

SECTION I - CONTRACT CLAUSES

11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

(DFARS 252.204-7004)

11.19 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-6)

11.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

FAR/DFARS: <http://www-far.npr.gov>

DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(FAR 52.252-2)

184 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

I84 Cont'd.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2006.

(FAR 52.216-21)

I103.01 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor SEAIR TRANSPORT SERVICES and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, SERVICE CONTRACT ACT OF 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(FAR 52.222-47)

I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

I116 Cont'd.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

**I130 RISK OF LOSS OR DAMAGE TO GOVERNMENT-OWNED AND/OR CHARTERED AIRCRAFT
(DESC APR 1968)**

(a) The Contractor shall not be liable for loss of or damage to Government-owned and/or chartered aircraft arising out of or in any way connected with the Contractor's performance under this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage including expenses incidental thereto--

(1) That results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or directions of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operations pertaining to performance hereunder; or

(2) That results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, and the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(b) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to such Government-owned and/or chartered aircraft, it shall reimburse the Government in the amount thereof. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F20)

I209.01 OPTION TO RENEW (SERVICES) (DESC APR 1997)

The Government shall have the option to renew this contract upon the same terms and conditions for one successive periods of five years each. The Government shall issue written notice of its exercise of this option to renew at least 30 days prior to the expiration date of this contract or any renewal thereof.

(DESC 52.217-9F70)

I209.02 EXTENSION PROVISION (DESC OCT 1984)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extension may be furnished any time prior to the expiration of this contract or any extension thereof. The foregoing extensions may be exercised by the Government (a) where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until the succeeding Contractor is positioned to commence performance, (b) where the Government decides that follow-on services will be performed by the Government, rather than a commercial Contractor, or (c) where the Government terminates for default a contract for follow-on services prior to the commencement of services to have been provided thereunder.

(DESC 52.217-9F35)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2001 through September 30, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I227 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2001. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2001, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-19)

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) EVALUATION PREFERENCE.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

CLAUSES INCORPORATED BY REFERENCE:

I1	DEFINITIONS (OCT 1995)
I1.01-9	DEFINITIONS (CONT'D) (AARD/TESTING) (DESC JAN 1996)
I1.02	COMPUTER GENERATED FORMS (JAN 1991)
I1.06	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
I1.22	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
I1.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
I1.24	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
I2	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
I2.01	CHANGES - FIXED-PRICE (ALT I) (AUG 1987/APR 1984)
I3	EXTRAS (APR 1984)
I3.01	PROMPT PAYMENT (JUN 1997)
I4	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
I7	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
I8.02	ASSIGNMENT OF CLAIMS (ALT I) (JAN 1986/APR 1984)
I11.03	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
I12.01	DISPUTES (DEC 1998)
I11.04	BANKRUPTCY (JUL 1995)
I12.01	DISPUTES (DEC 1998)
I12.03	PROTEST AFTER AWARD (AUG 1996)
I16.01	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)
I18	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)
I18.02	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
I18.03	EQUAL OPPORTUNITY (FEB 1999)
I18.06	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
I20	COVENANT AGAINST CONTINGENT FEES (APR 1984)
I24	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
I27	GRATUITIES (APR 1984)
I28.16	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)
I32	CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)
I33	INTEREST (JUN 1996)
I36	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)
I43.01	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
I90	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)
I94	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
I95	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
I97	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
I98	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
I100	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
I102	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)
I102.02	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PAYROLL TAX ADJUSTMENT
I102.04	DRUG-FREE WORKPLACE (JAN 1997)
I113	GOVERNMENT USE OF CONTRACTOR-OWNED EQUIPMENT (DESC MAY 1982)
I114	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)
I117	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
I121	CUSTODY OF PETROLEUM PRODUCT (DESC APR 1968)
I122	USE OF FACILITIES (DESC APR 1984)
I123	TITLE TO FACILITIES (DESC JUL 1991)
I124	LIABILITY FOR THE FACILITIES (JAN 1997) (DEVIATION)
I129	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
I131	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
I132.02	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

I147	DEMURRAGE (DESC NOV 1989)
I168	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
I169	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
I170	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)
I171.01-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
I171.03	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING
I176	COST ACCOUNTING STANDARDS (APR 1998)
I176.05	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
I181	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
I190.05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
I225	PAYMENTS (APR 1984)
I227.02	OBLIGATION OF FUNDS FOR OPERATION AND MAINTENANCE FUNDED ITEMS (MULTIYEAR)
I229	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
I251	ANTI-KICKBACK PROCEDURES (JUL 1995)
I255	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
I285	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

SECTION J - LIST OF ATTACHMENTS

<u>FORM</u>	<u>TITLE</u>	<u>LOCATION</u>
DD1707	INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
SF33	SOLICITATION, OFFER AND AWARD	PAGE 1
	DEPARTMENT OF LABOR WAGE DETERMINATION	
	#2000-0340 (REV. 1) DATED DECEMBER 14, 2000	ATTACHMENT 1
	COLLECTIVE BARGAINING AGREEMENT	ATTACHMENT 2
	OFFEROR SUBMISSION PACKAGE	ATTACHMENT 3

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

- ☐ DOES APPLY.
☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

- ☐ has developed and has on file
☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 484220.

(2) The small business size standard is \$18.5 million.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) **REPRESENTATIONS.**

(1) The offeror represents as part of its offer that it--

- ☐ is,
☐ is not

a small business concern.

(2) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

- ☐ is,
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

- ☐ is,
☐ is not

a women-owned small business concern.

K1.01-11 Cont'd.

(4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is
☐ is not

a veteran-owned small business concern.

(5) **(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(6) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that--

(i) It--

☐ is
☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is
☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____	_____
_____	_____
_____	_____
_____	_____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K1.01-11 Cont'd.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(c) **DEFINITIONS.** As used in this provision--

(1) **Service-disabled veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) **Veteran-owned small business concern** means a small business concern—

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(5) **Women-owned small business concern** means a small business concern—

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) **NOTICE.**

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of a fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror’s proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

K7 Cont'd.☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
 _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION. Women-owned business concern.** as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

(FAR 52.204-5)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**(a) DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) Significant interest, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) DISCLOSURE.

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K88 TAXPAYER IDENTIFICATION (OCT 1998)**(a) DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

K88 Cont'd.

(e) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that--
- (i) The offeror and/or any of its principals--

- (A) ☐ are,
- ☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency;

- (B) ☐ have,
- ☐ have not

within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (C) ☐ are,
- ☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

- (ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(i)(A), (B), and (C) of this provision--
- ☐ has,
- ☐ has not

within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them);

(b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a

willful violation of law.

K94 Cont'd.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

☐ has,

☐ has not

within the three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)**

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (FEB 2000/OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing** or **written** means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

L2.05-8 Cont'd.**(3) Submission, modification, revision, and withdrawal of proposals.**

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(c) It is the only proposal received.

It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART -- FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF -- OR IN CONNECTION WITH -- THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

L2.05-8 Cont'd.

(2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) CONTRACT AWARD.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(FAR 52.215-1/Alt I)

L2.06 EVIDENCE OF RESPONSIBILITY (AARD) (DESC NOV 1989)

(a) Each offeror must show evidence of a capability to provide the mandatory requirements set forth in the statement of work and elsewhere in this solicitation.

(b) A review board composed of one or more Government personnel will thoroughly review the adequacy of the proposal. Proposals will be categorized, following evaluation, as--

(1) Acceptable as submitted.

(2) Marginal (Reasonably susceptible to being made acceptable by submissions of clarifying or supplemental information which does not basically change the proposal as submitted).

(3) Not acceptable.

(c) Upon final determination that a proposal is "not acceptable," the Contracting Officer shall promptly notify the firm submitting the proposal that it will not be considered and shall indicate, in general terms, the basis for the determination.

(d) The Contracting Officer may request offerors of marginal proposals to submit additional information by identifying areas requiring clarification. In initiating a request for more information, the Contracting Officer shall set an appropriate time for submission of such information as part of the proposal. If additional information incorporated as part of the proposal within this time establishes that the proposal is acceptable, it shall be so categorized. Otherwise, the proposal shall be deemed unacceptable.

(DESC 52.209-9F10)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>
FAR/DFARS: <http://www-far.npr.gov/>
DLAD: <http://www.procregs.hq.dla.mil/>

(FAR 52.252-1)

L2.31 PROPOSAL FORMAT AND CONTENT (DESC AUG 1999)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire four-year contract period will not be considered.

(a) PRICE PROPOSAL.

(1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) TECHNICAL PROPOSAL.

(1) The offeror will submit the original and 3 copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. Without simply mirroring the content of the PWS, the offeror will provide a concept as to how the workload for the location in question will be accomplished. Within the limits outlined below, the technical proposal should be specific, complete in every detail, and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and equipment sale/lease agreements, **will not exceed 25 pages**.

(2) **SPECIFIC INSTRUCTIONS.** Technical proposals should address the following subjects, which will be evaluated to determine technical scores:

(i) OPERATIONAL CAPABILITY.

(A) The offeror must provide a complete description of the equipment to be provided as follows:

(a) **PRIME MOVER/TRACTOR.** List prime movers/tractors by make, model or series, model year, gross vehicle working rate (GVWR), by axle and total, and the condition of the unit;

(b) **CARGO TANK.** List cargo tanks(s) by manufacturer, model or model number, the year originally built and certified, and, applicable, the date refurbished stretched, or rebarreled. Also, provide the MC/DOT specification, the capacity as reflected by the tank data plate, and the condition of the tank.

(c) **PUMPING SYSTEM.** Show the manufacturer of the system, use "local" if built by the offeror, the year originally built and refurbished, the year installed, and whether the components are new/used or a combination thereof.

(d) **OWNERSHIP.** If the equipment offered is not owned by the offeror, a sale or lease agreement must be submitted. This agreement must show the number and description of the trucks, tractors, trailers being provided, and that all parties have agreed to a delivery date, price, and terms of payment. A conditional agreement is acceptable. Any other equipment to be provided should also be described.

L2.31 Cont'd.

(B) The offeror will submit a detailed manning plan. Using a 24-hour (across) by 7-day (down) template, provide a typical week/weekend workforce schedule for all positions showing all labor classifications and titles, including managers.

(C) Each offeror will also submit a summary Contract Compliance Plan and a summary Training Plan (each no longer than 2 pages). In addition, a list of key personnel, the Corporate Executive Officer, the On-Site Manager, and the Assistant Manager, if applicable, and their résumés in the following format, will be provided::

- (a) Name.
- (b) Current position.
- (c) Current employer.

(d) An employment history of the positions held and the period of employment, the employer, and a brief description of the responsibilities for the position. All military experience claimed shall treat each tour as a separate employer. Time frames/title(s)/responsibilities for military experience shall be provided as discussed above.

(ii) **PAST PERFORMANCE.**

(A) **EXPERIENCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DESC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:

- (a) Name of contracting activity;
- (b) Contract number;
- (c) Contract type and dollar value;
- (d) Brief description of the work (if the offeror is a large business, include a description of any subcontracting); and

(e) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

(B) The offeror should provide information on any significant problems encountered and corrective actions taken.

(DESC 52.215-9F95)

L5 SERVICE OF PROTEST (AUG 1996)

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.
 (FAR 52.233-2)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L11 POSTPONEMENT OF OPENING/CLOSING OF OFFERS (OCT 1982) DLAD

If the opening/closing of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition, or strikes) result in closing the designated site for opening/closing of offers, so that the conduct of openings/closings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening/closing will be considered as timely. Offers or modifications or withdrawals of offers received after the time of actual opening/closing of offers, when opening/closing of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or 52.215-10, as applicable. (DLAD 52.214-9000)

L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179
FACSIMILE: (215) 697-1462.

(FAR 52.211-2)

L18 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(FAR 52.222-24)

L23 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(DFARS 252.209-7003)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(FAR 52.216-1)

L82 WAGE DETERMINATION (DESC JAN 1986)

This procurement is subject to Wage Determination Number 2000-0340 dated Dec 14, 2000 as determined by the Administrator, Wage and Hour Public Contracts Division, U.S. Department of Labor. Register of Wage Determination and Fringe Benefits under the McNamara-O'Hara Service Contract Act is attached and made a part of this solicitation.

(DESC 52.222-9F10)

L87.06 CONDITIONS FOR MULTIYEAR OFFERS (DESC FEB 1995)

(a) Offerors must submit a price for the total multiyear requirements. Offers for less than the multiyear requirements will not be considered for award, except for items specifically designated as one-year requirements.

(b) An offer price on a multiyear line item shall apply to the entire period of the multiyear requirement.

(c) Price changes will be made in accordance with economic price adjustment provisions in the contract.

(d) Award will not be made for less than the multiyear requirements, except for those items designated as one-year requirements.

(DESC 52.207-9FA5)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

L196 PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)

A Preproposal Conference, in conjunction with the site visit, will be held on March 28, 2001 commencing at 9:00 a.m. at the NAS Fallon, Nevada. Contractors are requested to submit by letter, telephone, or wire the name(s) of the individual(s) who plan to attend, on or before March 23, 2001.

(DESC 52.215-9F15)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offers that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M - EVALUATION FACTORS FOR AWARD**M28 EVALUATION OF OFFERS (DESC JUN 1998)**

(a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, price and technical merit are equal in importance. However, as proposals become more equal in their technical merit, the price becomes more important.

(i) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the four-year period of performance. This will be accomplished by adding the proposed monthly service charge for all of the program periods in the Schedule clause, including four years of augmentation.

(ii) **TECHNICAL EVALUATION.** Technical proposals will be rated and ranked against the evaluation factors listed below, which are equal in importance:

M28 Cont'd.**FACTOR 1****OPERATIONAL CAPABILITY**

- | | |
|---------------|---|
| Subfactor A * | Number, size, age, condition, and quality of trucks and other equipment to be provided. |
| Subfactor B * | Demonstration of understanding the operational requirements, including the adequacy of the manning plan to meet the requirements. |

* Each subfactor is equal in importance.

FACTOR 2**PAST PERFORMANCE**

The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

(c) After each evaluation, each of the factors described in (b)(ii) above will be given one of the following ratings:

- (1) Exceptional.
- (2) Very Good.
- (3) Satisfactory.
- (4) Marginal.
- (5) Unsatisfactory.

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

(DESC 52.209-9F95)

M28.01 BASIS FOR AWARD (DESC AUG 1989)

Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation will be evaluated by a board of one or more Government personnel, with selection of the Contractor made on the basis of an overall assessment of each offeror's ability to satisfy the requirements of the solicitation. Final selection of the Contractor will be made by the Source Selection Authority (SSA). This overall assessment will include evaluation of general considerations as well as the result of the evaluation of technical and price proposals, recognizing that subjective judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. Examples of general considerations include proposed contractual terms and conditions, and results of a preaward survey. The Government reserves the right to award to other than the lowest evaluated offeror. The SSA will make a determination of the overall merit of each proposal in terms of its potential to satisfy the needs of DESC.

(DESC 52.209-9F30)

M52 EVALUATION OF OFFERS FOR AIRCRAFT FUEL DELIVERY (DESC SEP 1993)

(a) The low one-year offer will be determined by computing the cost to the Government for one year's service including augmentation. This will be accomplished by computing the total cost of one year's service (aggregate of Line Items in Section B) plus the augmentation. Estimated hours shown in the SERVICES TO BE FURNISHED clause will be multiplied by the applicable offered rate in the SERVICES TO BE FURNISHED clause. Augmentation will be the sum of the resulting products. Although the SERVICES TO BE FURNISHED clause may list several labor categories, only those category rates for which the SERVICES TO BE FURNISHED clause lists estimated hours will be evaluated.

(b) When options are being evaluated, the following applies:

(1) Proposals will be evaluated for purposes of award by adding the total price for all option quantities, including augmentation, to the total price for the basic quantity.

(2) Any proposal which is materially unbalanced as to prices and option quantities may be rejected as nonresponsive. An unbalanced bid or proposal is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(DESC 52.215-9FB5)

SECTION C

SEGMENT II



PERFORMANCE WORK STATEMENT (PWS)
for
AIRCRAFT FUEL SERVICES
and
FUEL/CRYOGENIC STORAGE AND DISTRIBUTION
under
SOLICITATION SP0600-01-R-0034

NAVAL AIR STATION
FALLON, NV 89496-0001

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C-1.0 GENERAL

C-1.1 General Description

This Performance Work Statement (PWS) is established to identify Contractor responsibilities to maintain and operate Government owned fuel and cryogenic facilities and equipment at **Naval Air Station Fallon, NV**, hereafter referred to as **NAS Fallon**. This PWS also establishes the Contractor responsibility to furnish, maintain, and operate mobile fuel servicing equipment for the support of aircraft assigned to and as may transit, deploy to, or exercise from NAS Fallon.

The NAS Fallon fuel facility is a compact system consisting of three JP8 fuel storage tanks totaling 59,000 barrels supplied primarily by commercial pipeline but capable of limited resupplied by tank trucks in case of pipeline interruption. Bulk ground fuels consist of two MUR tanks totaling 12,000 gallons and two LS2 tanks totaling 15,000 gallons. Other Contractor operated facilities consist of the automated service station, building 100 and the Cryogenics facilities, building 330. The dispatch center and driver's ready room, the site manger and administrative offices are located in building 201. The fuel laboratory is located in building 200. The Contractor's maintenance area is adjacent to the truck parking area. The Contracting Officer's Representative (COR) is located in building 304.

C-1.2 Mission

NAS Fallon is responsible for providing advanced fighter pilot training to visiting Carrier Air Groups (CAG) and assigned Naval Strike Air Warfare Center (Top Gun) and Strike Fighter Wing Detachments. In support of these missions, the Contractor shall be responsible for the following Fuels Management functions.

- ✓ Bulk product (JP8, MUR, and LS2) receipt, storage, handling, and issue operations.
- ✓ Fuel services (issue and defuel) of aviation fuel (JP8) by mobile refuelers and fixed direct refueling/pantograph systems.
- ✓ Fuel services (issue and defuel) of ground products, MUR and LS2, via mobile fuel servicing truck.
- ✓ Manual/automated Service Station operations (MUR and LS2) to include receipt operations.
- ✓ Product quality surveillance and fuel laboratory operations, sampling and testing of JP8, MUR, and LS2.
- ✓ Fuel accounting and administrative functions to include the management of the FAS system as it applies to petroleum and cryogenic functions.
- ✓ The receipt, storage, handling, and issue of cryogenic products (LOX and LN2) and gases.
- ✓ All associated inspections, preventive maintenance (PM), and operator maintenance applicable to the petroleum and cryogenic systems and documentation of all inspection, PM, and repair actions. These actions may include the installation, administration, and upkeep of an automated preventive maintenance program and other software as may be called for within this PWS.

The receipt, handling, and delivery of all products to units assigned to and as may transit, deploy to, or take part in exercises at NAS Fallon shall be the responsibility of the Contractor.

C-1.3 Contract Performance

The Contractor shall perform the tasks identified in [Section C-2.0](#) and achieve the performance standards for each task. The Contractor shall, as outlined in [Section C-1.4](#), submit performance based plans that demonstrate the Contractor will meet all performance standards outlined and comply with all applicable Federal, state, and local laws, DOD regulations, and station guidelines. Except as specified herein, the Contractor shall be responsible for obtaining computer access to or obtain copies of all Federal and state laws, regulations, codes, and commercial/civil guidelines, including changes thereto, that may be required in performance of this contract.

As outlined in Section I, clause I102.04, Drug-Free Workplace, in Contractor shall endeavor to maintain a drug-free workplace through the implementation of the steps outlined within the aforementioned reference.

In addition to the documentation generated under the Quality Surveillance Program (QSP), [Appendix G](#), the Government may perform customer satisfaction surveys, which may be used as part of the assessment of contract performance. The COR has the option to increase the frequency of surveys to address contract compliance issues as needed.

C-1.4 Detailed Plans

On contract award or within the time frames specified herein, the Contractor shall submit detailed plans to the Government for review and acceptance. The required plans address all fuel and cryogenic management related issues as they apply to the contracted functions at NAS Fallon. All plans are considered dynamic documents that may be updated over the course of the contract. Plans to be submitted by 60 days of contract award provide the contracted activity time to review the documents and recommend changes prior to the contract start date. For those plans not required until after the contract start date, the Contractor shall follow existing Government procedures during the initial performance period. The *italicized* comments of the following paragraphs indicate when each plan or summary thereof is do and to whom it will be submitted.

Contract Compliance Plan (CCP): Pursuit to the provisions of Section E, Inspection and Acceptance, Clause E5.03, the Contractor shall provide a comprehensive and detailed plan that will ensure contract compliance. The Contractor shall provide a CCP, an internal, self-inspection system acceptable to the Government, which addresses methods for meeting the performance standards established in [Section C-2.0](#). *See Section L, Clause L2.31 regarding the submission of a summary CCP for technical evaluation. The complete CCP shall be submitted to the contracted activity within 60 days of contract award and shall be in effect on contract start up.*

Product Quality Surveillance Plan (PQSP): A comprehensive plan to ensure that products placed in the care of the Contractor are properly handled, remains on-specification, and ready for issue. The PQS shall include policy and procedure regarding sampling, testing at the level applicable to the fuel laboratory, laboratory equipment, documentation of tests, reports and records keeping, and actions to be taken in case of unacceptable test results. The plan shall fully outline Contractor responsibilities for quality surveillance as it applies to the Contractor under this PWS, [Section C-2.10](#). *The PQS plan shall be submitted to the contracted activity within 60 days of contract award.*

Environmental Protection Plan (EPP): Based on the requirements of [Section C-2.15](#), the Contractor shall submit a comprehensive and detailed plan outlining procedures necessary to protect the environment in accordance with applicable DOD, USN regulations, and local laws. *The EPP shall be submitted to the contracted activity within 60 days of contract award.*

Contract Management Contingency Plan (CMCP): The CMCP shall outline Contractor action to ensure there will be no significant interruption of services resulting from labor disputes, catastrophic failure of equipment, or the effects of national disasters/emergencies within the Contractor's control. The plan shall provide specific details regarding subcontracting, the replacement of specialized equipment anticipated to be out of service for more than 24 hours, and labor issues. The Contractor shall be responsible for repairing or replacing inoperable equipment or obtaining additional equipment and manpower required to satisfy day-to-day and contingency demands. Upgrading or modifying equipment to meet specific off station and public, over-the-road requirements, licensing or obtaining permits for equipment and personnel to operate on public roads, and adherence to insurance requirements shall be the responsibility of the Contractor. *The CMCP shall be submitted to the contracted activity within 60 days of contract award and shall be fully implemented at contract start up.*

Contract Maintenance Plan (CMP): As outlined in Section I, Clause I114, Government Property, the Contractor shall establish and maintain a plan for the use, maintenance, repair, protection and preservation of the Government property, see [Section C-2.12](#). That property is identified in [Appendix A](#) and [B](#). The CMP shall clearly outline the procedures for planning, programming, accomplishing, and documenting preventive maintenance. Repairs to equipment and facilities as may be directed under [Section C-4.2](#), Equipment, Supplies, and Services Requiring a Task Order, shall also be covered. On acceptance, the CMP shall be incorporated into the contract. The COR will review the plan as necessary during the term of the contract and communicate any need for changes to the Contractor through the Contracting Officer. *The CMP, to include a draft copy of listings and reports to be generated by the computer based maintenance program, shall be submitted to the contracted activity within 60 days of contract award.*

Contract Operations Plan (COP): The COP, a comprehensive and detailed set of procedures systematically outlining all aspects and requirements, including emergency operating and shutdown procedures and staffing plans, for the tasks specified in [Section C-2.0](#). *The COP shall be submitted to the contracted activity within 60 days of the start of the performance period.*

Inventory Control and Accountability Plan (IC&AP): A comprehensive and detailed plan to ensure Contractor compliance with the inventory and reporting requirements of DOD 4140.25M, DOD Management of Bulk Petroleum Products, Natural Gas, and Coal. Contractor performance with regard to the Fuels Automated System (FAS) and other fuel accounting issues as outlined in [Section C-2.9](#) shall also be covered. *The IC&AP shall be submitted to the contracted activity within 60 days of the start of the contract.*

Fuel and Cryogenics Safety Plan (F&CSP): As reflected in [Section C-2.14](#), a detailed plan outlining product safety and handling characteristic and the procedures necessary to maintain a safe working environment. The plan, a compendium of references, local laws, and regulations applicable to the products stored and handled, Material Safety Data Sheets, and guidelines regarding the handling of such products shall be maintained and updated over the course of the contract. *The F&CSP shall be submitted to the contracted activity within 60 days of the start of the performance period.*

Contract Security Plan (CSP): A detailed plan as summarized in [Section C 2.15](#) shall clearly identify Contractor responsibility for maintaining the security of Government facilities, equipment, and materials, as well as any Contractor furnished equipment, tools, and materials. *The CSP shall be submitted to the contracted activity within 60 days after contract award.*

Contract Training Plan (CTP): A comprehensive plan outlining training requirements and objectives, see [Section C-2.13](#). It shall list course and subject titles, provide a brief description of the subject, identify training sources and the employees to be trained (by job classification), establish the frequency of training, and detail the method of monitoring plan compliance. Training required by state and local governments shall also be included. *See Section L, Instructions, Conditions, and Notices to Offers or Quotes, Clause L2.31, regarding the submission of a summary CTP. The complete training plan shall be provided to the contracted activity during the contract turnover.*

C-1.5 Contract Turnover

The successor Contractor shall, during the last 72 hours of the expiring contract, be provided assistance by the outgoing Contractor, DESC representatives, and the COR in the accomplishing a joint facilities turnover inspection. The inspection shall provide for a facilities walk-through and property inventory, product sampling and testing, and a complete product inventory. The outgoing Contractor, during the last two weeks of the contract, shall permit personnel of the successor Contractor access to all contracted facilities to observe operations.

C-1.6 Planning Information

Based on historical workload data, the Contractor should plan to issue approximately **2,400,000** gallons of product by truck to **2,100** aircraft per month at NAS Fallon. Additional workload information for specific fuel operations, i.e., receipts, ground fuel operations, and other workload factors can be found in the figures and tables of [Section C-2.0](#) and exhibits to this PWS. It is historic workload information provided to serve as the workload baseline. Based on the data provided, it is the Contractor's responsibility to adjust personnel and equipment to meet seasonal workloads, exercise requirements, and other workload variances that may affect fuel operations at NAS Fallon over the short term. As an aid to planning, the Government will provide the Contractor correspondence and message traffic regarding training, exercises, and the deployment of aircraft to and from NAS Fallon.

Discussions with Fuels Management regarding the current and future mission of NAS Fallon indicate there are no known or anticipated changes to the mission or flight operations. This outlook does not however preclude fundamental changes in mission, flight-training schedules, and assigned units as may be undertaken by the Navy. The Contractor will be notified as the requirement for changes are made known and contract adjustments are deemed appropriate.

C-1.7 Personnel Staffing Objectives

The Contractor shall provide sufficient staffing to accomplish all petroleum and cryogenic receipt, storage, and issue operations and other tasks identified in [Section C-2.0](#). The Contractor's staffing objectives shall be flexible and capable of meeting the demands of multiple aircraft servicing operations via mobile refuelers, direct refueling system, or a combination of both to provide hot or cold refueling. In addition, bulk fuel storage and distribution operations, cryogenics operations, quality surveillance of petroleum products, and other related services must be provided. However, the Contractor shall not schedule drivers to work in excess of the rules established by 49 CFR Part 395, Hours of Service of Drivers.

C-1.8 Normal Workday Operations

Normal fuel farm operating hours for NAS Fallon are 0000 to 2400 hours Monday through Friday and 0800 to 1800 hours Saturdays and Sundays. The airfield is normally closed holidays; however, see [Figure 1](#) regarding holiday scheduling at NAS Fallon. The Contractor shall provide aircraft fuel services support for the aforementioned hours within the response times established in [Section C-2.2.2](#). In addition, the Contractor shall maintain the capability to provide fuel support and respond to servicing demands anytime, 24 hours per day, 365 days per year. Offers shall include all labor associated with these operations in the price for the appropriate Contract Line Item Number (CLIN). Work that is considered outside of normal operations, i.e., the servicing of aircraft outside normal duty hours deemed necessary by the local command, unscheduled exercises, or real time contingencies will be reimbursable as outlined in [Section C-4.3](#). The Government will reimburse the contractor only for approved augmentation worked by "service employees." Essential personnel as listed in [Section C-1.10](#) are a part of the Contractor's Management Team and shall not be considered "service employees" as defined by Section I, Clause I100, Service Contract Act of 1965, as amended.

NOTE

As used above, "maintain the capability," should not be construed to mean or imply a requirement for full time staffing outside normal duty hours.

Figure 1 lists the functions to be performed by the Contractor and the hours they shall be manned. Tasks associated with a given function, tank truck receipts at storage for example, will normally be accomplished within the hours specified. Empty cells indicate that a function is not normally manned for the days indicated by the column heading.

Figure 1: General Hours of Operations

Aircraft Refueling Operations	0000-2400	0800-1800	
Fuel Dispatch Center	0800-2400	0800-1800	
Bulk Fuel Storage Operations	0730-2330		
Ground Fuel Delivery Operation	0730-2330		
Cryogenic Storage and Distribution Operations	0730-1530		
Service Station Operations (Automated) ⁽²⁾	0000-2400	0000-2400	0000-2400

(1) Hours may vary depending on deployed units flying schedule. The Contractor will be given as much advanced notification as possible.

(2) See [Section C-2.4](#) for requirements regarding alternative support operations.

C-1.9 Personnel Qualifications

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable Federal and state laws, regulations, and code. All employees shall be able to read and understand English (be literate) to the extent they can read and understand regulations, detailed written orders, operating procedures, and training instructions and materials. Employees shall be capable writing in English and compose reports that convey complete thoughts.

C-1.10 Essential Personnel

As outlined in Section L, Clause L2.31, a resume shall be submitted for essential personnel, the Corporate Executive Officer, the Site Manager, and the Assistant Site Manager (full or part time).

Corporate Executive Officer: To assure continuity between the contracted location/activity and corporate office, the Contractor shall employ an executive who, for the duration of the contract, can make decisions concerning this contract. He/she shall have a complete understanding of the terms and conditions of this contract and shall be experience in the operation and maintenance of fixed and mobile fuel systems to the extent outline herein.

Site Manager: The Contractor shall employ a site manager. He/she shall have a minimum of four years experience in petroleum services operations. His/her experience shall include the operation and maintenance of bulk fuel storage and distribution systems and facilities, mobile (aviation and ground fuel) and direct aviation refueling services equipment and facilities, service stations operations (manual and automated), the quality surveillance associated with all levels of aviation and ground fuel support, and fuel administration and accounting principles and practices.

To the extent cryogenics operations are outlined herein, the site manager shall be experienced in cryogenics operations. He/she shall be capable of managing/performing operations that include the safe receipt from commercial sources, storage, issues to carts, converters, and other equipment, system/equipment maintenance, and quality surveillance.

Two years of experience must be supervisory gained within five years immediately prior to contract start date. That experience must be specialized supervisory experience in bulk storage and mobile fuel servicing operations with emphasis in equipment maintenance, operations, and environmental compliance. Education may be substituted for experience. The minimum educational requirement is four years of college level courses in petroleum/industrial related fields.

The site manager shall not have collateral duties nor shall the position be a collateral duty.

Assistant Site Manager: The Contractor shall employ an assistant site manager. The individual employed shall have a minimum of two years experiences. One year must be supervisory experience gained within five years immediately prior to contract start date. That experience must be specialized supervisory experience in bulk storage and mobile fuel servicing operations with emphasis on operations, equipment maintenance, and environmental compliance. Education may be substituted for experience. The minimum educational requirement is two years of college level courses in petroleum/industrial related fields. The assistant site manager may be a collateral duty, except that of a dispatcher. Assistant managers elevated to the manager position, short or long term, shall meet the collateral duty restrictions of the manager position.

Replacement of essential personnel. Should it become necessary to replace essential personnel, the Contractor shall, to the extent possible, provide advance notification to the Government and a resume of the proposed candidate that supports the experience requirements listed above. In an emergency, the installation of new essential personnel shall be followed by a resume of the proposed candidate within 10 working days.

C-1.11 Additional Personnel Requirements

Dispatcher/Computer Operator IV: Each Fuel Management dispatcher/computer operator, hereafter referred to as a dispatcher, shall be computer literate. He/she shall possess sufficient computer skills to use client/server applications in a Microsoft Windows NT environment. Those skills shall include the ability to logon; shutdown; initiate modems; manipulate files, and enter, verify and correct data.

Dispatchers shall be skilled in the use of the DESC Fuels Automated System (FAS). Those skills shall include the use of the real time dispatch system, the manipulation data within the Fuel Manager system and the related fuel management modules and status board systems. The dispatcher shall be capable to analyzing hardware/software related problems to maintain accurate input flow, data retrieval, and output validity. In addition, dispatchers shall be knowledgeable of radio communications, instructions/ regulations pertaining to fueling and defueling of Government and civilian aircraft, and Government forms used to document aircraft fuel servicing. They must demonstrate familiarity with the layout of the base and outlying fields as well as the airfield and aircraft parking areas and restriction applicable to servicing aircraft within those areas. Individuals acting as dispatchers, shall be capable of to communicate in English, both orally and in writing.

Incumbent Contractors actively using the FAS system shall continue to provide FAS qualified dispatch personnel into the new contract period. New/first time Contractors shall arrange with the Navy Petroleum Office, Code PSPC, to have dispatch personnel FAS trained and certified prior to the beginning of the contract start date. Initial FAS training of in place contract dispatch personnel and new contractor personnel will be provided at Government expense. Once initial (Government) training of contract personnel has been provided, the Contractor shall be responsible for the continued training of dispatch personnel within the contract organization. Additional DESC funded training of contract personnel may be made available on submission of justification to NAVPETOFF PSPC.

Fuel Truck Drivers/Operators: SCA Code 31363 for straight truck (over four tons, ten wheel) or 31364 for tractor-trailer drivers. In addition, fuel truck driver/operators shall be qualified to perform aviation and ground fuel servicing operations (fuel servicing and defueling operations) by mobile refueler, direct fueling lanes (hot-pits) and ground fuel servicing truck. Fuel servicing operators shall pass a Contractor administered base and flightline familiarization test, practical equipment/facility competency tests, and shall be certified as qualified and appropriate training records updated prior to operating mobile fuel servicing equipment unsupervised. The Contractor shall re-certify personnel annually or as requested by the COR. Operators shall be familiar with safety regulations applicable to aviation fuel servicing, and the airfield/base, and shall demonstrate a practical knowledge of and ability to inspect and maintain fuel servicing equipment and systems. Operators shall be capable of performing basic math, shall have a working knowledge of forms, and shall be able to communicate in English, both orally and in writing.

All drivers shall possess a State of Nevada Commercial Driver's License (CDL) with hazardous cargo endorsement as outlined by the State of Nevada motor vehicle operating laws, regulations, and code and shall be/remain in compliance with all such requirements for the duration of their employment under this contract. Driver records appropriate to the class of license an employee holds, i.e., individual Department of Motor Vehicle (DMV) driving record, and a current record of physical examination or certification shall be maintained by the Contractor and made available for review by the COR on request. The Contractor shall ensure that all drivers' records are kept current throughout the term of the contract.

The tasks outlined in [Section C-2.0](#) may require special skills, training, or certifications. The Contractor shall evaluate task requirements and provide qualified personnel to complete such tasks in accordance with all applicable laws and regulations.

Fuel Distribution Systems Operator (FDSO): FDS operators shall be qualified to receive, handle, and issue a wide range of petroleum products and complete the accounting and administrative functions related thereto. He/she shall have practical experience in all facets of fuel distribution systems to include, pipeline systems, storage tanks, pumps, valves, fuel monitors and filters, truck fill stands, used oil storage and disposal facilities, and service station facilities (manual and automated). He/she shall be able to convert gauge and temperature readings to quantities of products and shall be able to perform quality assurance functions. He/she shall be able to correlate pressures, temperatures and quantities as read from various gauges and meters normally found at a fuel facility. Operators shall have a basic understanding of written description and instructions pertaining to facility operations, shall be able to implement cyclic maintenance programs and safety programs relating to all aspects of facility operation and shall have demonstrated expertise in spill cleanup procedures, prevention and control measures, related equipment operation and maintenance. Operators shall have experience in inspecting trucks and other modes of conveyance and be capable of various types of petroleum sampling of storage tanks, trucks, fillstands, etc. Hazardous waste handlers shall be "certified" as required by Federal, State or local laws and Navy/base regulations as applicable. The FDSO will assist the FDSM to perform fuel system maintenance as necessary.

Laboratory Technician: The laboratory technician shall have experience in conducting visual and Type C laboratory analysis of petroleum products. This experience shall include knowledge of the properties; characteristics and specifications of petroleum products, the sampling of petroleum systems from receipt to issue points, the operation, maintenance, and calibration laboratory equipment, record keeping; and laboratory safety procedures. These responsibilities can be collateral duties for one or more of the contractor employees.

Cryogenics Systems Operator: Cryogenic system operators shall be fully knowledgeable of the fundamentals of cryogenics as outlined in the most current version of OPNAVINST 4790.2 and references cited therein. Cryogenic system operators shall have a minimum of two (2) years experience in the receipt, storage, and issue of cryogenic products (LOX/LN2), inspection and maintenance of cryogenics tanks, portable servicing carts, liquid to gas converter systems and/or those systems applicable to NAS Fallon. Experience levels shall be fully documented (employment record) or by certified military equivalent. Operators shall be thoroughly familiar with Aviation Breathing Oxygen (ABO), tools, regulations, directives, and safety procedures.

Cryogenic system operators shall be certified in the operation and maintenance of the Nicolet 8220 ABO Analyzer. The cost of training of contractor personnel will be provided by the Government. The cost of travel, per diem, rental car, and lodging incurred because of this training will be borne by the contractor and be deducted from the subsequent months invoice. Travel reimbursement is limited to JTR Volume II rates.

C-1.12 Reserve Training

The Government reserves the right to occupy Government facilities and to use systems and equipment to conduct Naval Reserve Training. Full cooperation in the joint use of facilities and systems is expected; however, the Contractor is not obligated to provide training services or access to contractor equipment for such training events. To the extent possible, the Government will provide advanced notification of reserve training schedules to the Contractor.

C-1.13 Notification of Correspondence and Visits

The Contractor shall notify the COR of any and all visits or notice to visit the Contractor, its employees, or the contracted facilities by any federal, state, or local official or agency. The Contractor shall provide the COR copies of all correspondence resulting from such visits.

C-2.0 SPECIFIC TASKS (FIRM FIXED PRICE)

C-2.1 Tasks, General

The following defines the specific aviation and ground fuel and cryogenic services, to include ancillary services such as quality surveillance, maintenance, and accounting and administration, for which the Contractor shall be responsible. Each task is defined, outlined, and cross-referenced with regard to the task, hours of operation, contractor equipment requires, and Government furnished equipment, facilities, and services. All tasks reflected herein shall be performed by the Contractor.

C-2.2 Fuel Servicing Operations

Fuels servicing operations in support of aviation activities assigned to and as may transit, deploy to, or exercise from NAS Fallon are defined as those fuel functions directly involved in the delivery of fuel products to aircraft. Those functions are the Fuel Dispatch Center, responsible for direct contact with customers and the control of equipment and personnel, and Aircraft Refueling, the section responsible for providing qualified personnel and equipment to transport/issue products.

C-2.2.1 Fuel Dispatch Center

The Contractor shall staff the fuel management dispatch center, the focal point of the fuel management function, so that a computer operator/dispatcher, qualified as outlined in [Section C-1.11](#), is on duty for the days/hours listed in [Figure 1](#).

Aviation fuel is issued to station and transient aircraft by mobile refueler and portable/fixed pantograph used for "hot refueling." Requests for services shall be taken by the fuel dispatch center from various organizations. Based on the specific request, equipment and personnel shall be dispatched and controlled as needed to satisfy the request received. All requests for fuel services shall be recorded, monitored, and historical records kept using the Fuels Automated System (FAS). The Contractor shall maintain FAS modules relevant to Contractor and Government furnished equipment and the maintenance thereof, as well as, modules concerning quality surveillance, personnel and training information, and all other FAS modules as may be available.

The fuel dispatch center shall perform basic fuels accounting and administration functions such as the collecting and reviewing fuel receipt, issue, and inventory documents. The dispatcher shall ensure all documents are legible and accurate, and ensure all fuels transactions, including issues from the hot-pits, refuelers, and ground fuel trucks, are entered into the FAS system daily. The dispatcher shall perform daily FAS closeout functions, generate FAS reports, and shall ready all documents/reports for submission to Fuels Division office by 0900 Monday through Friday. Weekend/holiday documents shall be submitted the next duty day following the weekend or holiday.

- ◇ Requirement: The Contractor shall receive and record requests for fuel servicing, dispatch personnel and equipment to meet the response times using FAS to capture all data relevant to the Fuel Division workload.
 - ✓ The Contractor shall process fuel servicing requests, cancellations, and completions using the Fuels Automated System (FAS).
 - ✓ The Contractor shall maintain full control of aviation, ground fuel assets, dispatching personnel and equipment to meet demands within established response times.
 - ✓ The Contractor shall prepare documentation and FAS summary reports for delivery to the Fuel Division office by 0900 Monday through Friday.
- Minimum Performance Standards:
 - ✓ One hundred percent accurately in recording requests for aviation and ground fuel support.
 - ✓ One hundred percent control of aviation and ground fuel servicing equipment and personnel.
 - ✓ No operational delays in excess of standard response time resulting from dispatch actions.
 - ✓ Fully maintain all FAS modules relevant to aviation and ground fuel equipment and personnel.
 - ✓ Submit summary FAS reports and transaction documentation to the Fuel Division office by 0900 hour daily, Monday through Friday.

C-2.2.2 Aircraft Fuel Servicing Operations

Aviation fuel servicing operations are defined as the delivery, or receipt by defuel, of aviation fuels by mobile refueler, portable pantograph supplied by refueler, or fixed direct refueling systems. The Contractor shall be responsible for performing all aircraft fuel servicing operations and safeguarding fuel supplies under its control during normal and adverse conditions.

NOTE

“Hot refueling” of helicopters at NAS Fallon is accomplished by refueler through a portable pantograph and, for administrative purposes, is considered truck servicing.

As outlined in [Section C-1.8](#), the Contractor shall be capable of providing fuel servicing of station and transient aircraft 24 hours a day, 365 day per year, including holidays. During the normal duty hours reflected in [Figure 1](#) and as outlined by local directives, each request for cold fuel services shall result in the dispatch of fuel servicing truck(s) to the number of aircraft identified and prioritized by the requester so that each truck or operator dispatched arrives at the first aircraft for the specific work request, within **20 minutes** of the request for service. The Contractor shall continue to service subsequent aircraft in an orderly and timely manner until all fuel servicing requirements for a specific request are met. Drivers shall not interrupt the flow of work, i.e., service aircraft other than those to which they are dispatched, without approval by the dispatch center, nor shall drivers/operators interrupt servicing operations for rest or meal breaks without proper relief or explicit approval of the fuel dispatch center. On arriving at an aircraft, operators shall take all steps and precautions necessary to service the aircraft in accordance with NAVAIR 00-80T-109, other USN regulations, and station instructions applicable to fuel servicing operations.

NOTE

Active duty naval personnel normally operate the hot refueling system. However, the Government may require Contractor personnel to perform as the deadman operator and pit safety coordinator on occasion. Should such a tasking result in increased manning, augmentation may be authorized.

NOTE

Requests for services outside the duty hours listed in [Figure 1](#) shall be met within two hours from the time the contractor is notified. Specifically, the repose window shall be two hours from the time of notification to arrival at the aircraft requesting services.

The Contractor shall provide the refueling equipment specified in [Section C-3.2.1](#) and [Section C-3.2.2](#) in sufficient numbers to undertake the workloads outlined in [Figure 2](#) and [Figure 3](#). The Contractor shall maintain all equipment in a safe and fully serviceable condition. Equipment inspections and sampling, i.e., visuals and type "C" analysis shall be accomplished as required by NAVAIR 00-80T-109 and documented on the vehicle inspection forms to ensure equipment is ready for service.

Aviation fuel deliveries to off station locations shall be accomplished using trucks that are configured and licensed for use on public roads. All Federal, state, and local inspections, permits, licensing and insurance requirements for the truck(s) used, shall be a responsibility of the Contractor. Operators shall be licensed as set forth in [Section C-1.11](#), Fuel Truck Drivers/Operators.

Figure 2 presents the aircraft fuel issue workload based on a projected monthly requirement of 3,000,000 gallons of JP8 at NAS Fallon. The projection is based on an average of historical issue data reflected in [Exhibit 2](#), JP8 Issue Data and Trends. Operations Workload Data exhibits also provide average workload data in terms of truck movements.

Figure 2: JP8 Refueler Issues

FY96	20,278,177 / 14,864,991	1,689,848 / 1,238,749	22,389	1,866
FY97	22,460,579 / 12,862,640	1,871,715 / 1,071,887	26,603	2,217
FY98	22,267,462 / 9,077,881	1,855,622 / 756,490	23,047	1,921
FY99	24,298,150 / 11,044,331	2,024,846 / 920,361	26,395	2,200
FY00 ⁽¹⁾	26,068,075 / 6,843,183	2,172,339 / 570,265	26,218	2,185
Total./Average	115,372,443 / 54,693,026	2,403,592 / 1,139,438	124,652	2,078

(1) Data provided through October 2000.

(2) Truck/Hot Pit data provided for information and administrative use. The Contractor operates trucks while the Government operates hot pit systems to issues quantities noted.

(3) Numbers provide are for truck issues, that portion of the overall services workload applicable to the Contractor.

Figure 3: Type of Aircraft ⁽¹⁾

Unit		Number Assigned		
Naval Strike & Air Warfare Center	F-18	34	2217	2,200
	F-14	6	2919	2,500
	H-60	4	830	635
VFC-13	F-5	23	800	700
CAG ⁽⁴⁾	Various	Various	2972	2,100-2500
	Misc. Helicopters	Various	685-936	400

(1) Data extracted from FAS Home Station Aircraft Database.

(2) The number and composition of aircraft on-board changes dramatically based on the units deployed to NAS Fallon at any given time. Generally there can be as few as 68 and as many as 150 aircraft at NAS Fallon at any given time. The average monthly fuel issues and servicings have been provided in Figure 2 above.

(3) The average quantity of product issued in a single refueling on a day-to-day basis.

(4) The CAG, Carrier Air Group, consists of various types of aircraft that deploy short term as a group. As noted in Figure 2 above, approximately 47 percent of total requirements are satisfied by truck services.

The Contractor shall maintain fuel facilities and equipment and respond to requests for mobile and direct servicing of aircraft causing operational delays.

- ✓ The Contractor shall inspect, sample, and maintain refueling equipment.
- ✓ The Contract shall accomplish servicing requests in a safe and timely manner.
- ✓ The Contractor shall adhere to all operational safety rules, i.e., grounding and bonding, safety distance criteria, fire watch, and other safety guidelines as may be appropriate.
- ✓ The Contractor shall fully document all issues of product.
- ✓ Contingency plans shall ensure uninterrupted mission support including after hours and emergency refueling such as Search and Rescue refueling support both on and off station.

➤ **Minimum Performance Standards:**

- ✓ All equipment inspected, sampled, and serviceable by 0800 daily. Inspection documentation and laboratory reports available.
- ✓ One hundred percent response to refueling requests within 20 minutes.
- ✓ No fuel spills due to Contractor negligence or misconduct.
- ✓ Daily truck inventories one hundred percent accurate.
- ✓ Documented issues/defuel/truck fills quantity One hundred percent accurate.
- ✓ Issue documentation from refueler and hot-pits shall be one hundred percent complete and legible and entered into the FAS system.
- ✓ Fuel servicing safety procedures and precautions observed.

C-2.3 Bulk Fuel Operations

Bulk fuel operations at NAS Fallon are defined as the receipt, storage and handling, and issue of fuel products in bulk. It also provides for related functions such as quality surveillance, maintenance, and inventory management, all of which are covered in other clauses of this contract. The Contractor shall be responsible for performing bulk fuel operations and safeguarding fuel supplies under normal and adverse conditions.

C-2.3.1 Product Storage

The facilities outlined within this section are those that comprise the main storage system generally referred to as bulk storage or the fuel farm. Tankage and components outside this area, the service station for instance, are covered in their respective sections.

Bulk storage currently consists of a 30,000 and 17,000 barrel above ground JP8 tank, and a 15,000-barrel underground storage tank. In addition, there are two empty and clean under ground JP8 tanks that have been placed out of service. Over the course of this contract, an additional 30,000-barrel above ground JP8 tank will be constructed and the existing under ground JP8 tanks will be taken out of service upon completion of the new tank (est. 2002). Additionally, an 8,000 and 4,500 gallon above ground MUR tank, and an 8,000 gallon and 7,000 gallon above ground LS2 tank are located in the main storage area; see [Appendix A](#). The Contractor shall provide the necessary staffing to undertake and document daily and cyclical inspections, to manipulate components to receive and issue product, to continually monitor systems, and to perform preventive and operator maintenance on all bulk storage facilities. In addition, the Contractor shall be capable of performing all other functions relative to an active storage operation, i.e., inventory, quality, housekeeping, security, and environmental protection as outlined here and elsewhere within this contract.

C-2.3.2 Product Receipts

Jet fuel, JP8, is primarily received by commercial pipeline at a flow rate of 300 GPM. JP8 can also be received via tank truck via gravity flow through a single off-loading header into the below ground JP8 storage tank. One tank truck can be off-loaded every 20 minutes given the continuous availability of delivery trucks. A new tank truck off-loading facility will be constructed and completed in 2002. This facility will be able to off-load two tank trucks simultaneously off-loaded every 10 minutes into any JP8 storage tank when the facility is completed given the continuous availability of delivery trucks.

MUR and LS2 are also received by commercial tank truck in 7,800-gallon increments, as product is required. Receipt rates are limited only by tank capacity. Incoming trucks shall be inspected and product sampled and tested in accordance with MIL-STD-3004 and NAVAIR 00-80T-109 prior to receipt to verify product identification and quality. Quantity determination, i.e., before and after gauging of tanks and computation of receipts at 60 degrees Fahrenheit, as outlined in DOD 4140.25M applies.

Figure 4 presents the workload for product receipts within bulk storage based on historical receipt data and frequencies of receipts. [Exhibit 1](#) also provides expanded JP8 historical workload data in terms of gallons received per month and the number of truck delivering product. Data applicable to the service station is reflected in [Section C-2.4](#)

Figure 4: Bulk/Service Station Product Receipts

FY97	JP8	PL	156	30,948,863	198,390
FY98	JP8	PL	156	32,647,507	209,279
FY99	JP8	PL	167	33,423,059	200,138
FY00	JP8	PL	159	33,520,135	210,819
Total			639	130,539,564	204,287
FY97	MUR	TT	24	194,771	8,115
FY98	MUR	TT	19	156,825	8,254
FY99	MUR	TT	22	182,269	8,285
FY00	MUR	TT	20	163,077	8,154
Total			85	696,942	8,199
FY97	LS2	TT	16	116,689	7,293
FY98	LS2	TT	14	118,656	8,475
FY99	LS2	TT	17	125,808	7,400
FY00	LS2	TT	13	95,289	7,230
Total			60	456,442	7,607

(1) Mode of receipt: PL for pipeline, TT for tank truck, for TW tank wagon, B for barge.

- ◇ Requirement: The Contractor shall receive and inventory all aviation fuel without causing operational delays.
 - ✓ The Contractor shall immediately notify the COR of any operational discrepancies. All individual bulk deliveries of petroleum products in excess of 3,500 gallons shall be corrected to standard temperature of 60 degrees Fahrenheit in accordance with table series of the API tables.
 - ✓ The Contractor shall prepare all documents required for product receipt in accordance with Section I, Clause I119.06.
- Minimum Performance Standards:
 - ✓ No fuel spills due to Contractor negligence or misconduct.
 - ✓ No Contractor caused delays during tank truck receipt operations.
 - ✓ All samples taken and tests conducted in accordance with MIL-STD-3004 and local directives.
 - ✓ All documents, including post receipt inventories, one hundred percent complete and forwarded to the Fuels Division by 0900 daily.

C-2.3.3 Product Issues

JP8 is transferred (issued) to refuelers via the fillstand system, adjacent to facility 201, and the direct fuel servicing system at building 261.

One of the JP8 storage tanks shall normally be kept in the ready-to-pump (issue) mode to supply product to the fillstand system on demand. Except for scheduled maintenance and other occurrences of which the fuel dispatch center has been notified, the Contractor shall maintain a tank and the fillstand system in the ready-to-issue mode.

Both MUR and LS2 are issued to ground fuel delivery trucks at fillstands located at the ground product tanks in the fuel farm compound.

- ◇ Requirement: The Contractor shall issue (maintain a tank system in the ready-to-issue mode) product without causing operational delays and ensure that all product is on specification.
 - ✓ The Contractor shall immediately notify the COR of any discrepancy or issue that may result in the inability to issue product from the day tank system.

- Minimum Performance Standards:
 - ✓ All products issued shall be on specification.
 - ✓ No fuel spills due to Contractor negligence or misconduct.
 - ✓ No more than 0.5% variance tolerance as defined in Appendix D.
 - ✓ Immediate communication with the fuel dispatch center and COR regarding occurrences that may result in direct fueling system delays.

C-2.4 Service Station Operations

The Contractor shall provide qualified personnel to monitor, perform preventive/operator maintenance, and man as necessary, the base (military) service station. Service station operations, the dispensing of ground products from a fixed facility/system to authorized customers, are conducted at building 100. The service station, an unmanned automated system, shall be inspected, data downloaded as applicable, tanks inventoried, and the systems readied for customer service for the hours and days reflected in [Figure 1](#).

Low sulfur diesel fuel (LS2) and regular unleaded gasoline (MUR) are stored and dispensed at the service station. The station consists of two 10,000-gallon aboveground, double-walled tanks and components as outlined in [Appendix A](#). LS2 and MUR are received by commercial tank truck in 7,800-gallon increments as needed. The Contractor shall order products through the Fuel Division as required to maintain inventories at the service station. All deliveries will normally be made during the operating hours listed for “Bulk Storage Operations” in [Figure 1](#). Approximately 15,000 gallons of MUR and 5,500 gallons of LS2 are issued via the automated service station each month. All fuel issue transactions are downloaded daily into the FAS system via modem.

The service station tanks shall be inventoried, facilities and equipment inspected and PM performed, products received, and quality surveillance performed by the Contractor. In essence, those tasks associated with the operation of a bulk storage facility shall be undertaken by the Contractor at the service station.

In the event of a mechanical failure under which the service station **can** be operated manually, the Contractor shall man the service station to assist customers and manually document issues for the hours of 0730-1600 and Monday through Friday and 0900-1200 Saturday, Sunday, and holidays. In the event of a power/mechanical failure under which the service station **cannot** be operated at all, the Contractor shall position the ground fuel truck at the service station and man it, assist customers and manually document issue for the hours of 0830-1030 and 1430-1630, Monday through Friday and 0830-1030, Saturday, Sunday, and holidays.

- ◇ Requirement: The Contractor shall maintain, man as necessary, the military service station so as to ensure customer support with specification products for the hours specified in [Figure 1](#).
 - ✓ The Contractor shall notify the COR of any discrepancy or issue that may result in the inability to meet customer demands for products at the service station.
- Minimum Performance Standards:
 - ✓ One hundred percent receipt quality/quantity accuracy.
 - ✓ One hundred percent inventory accuracy.
 - ✓ Inventory documentation complete, legible, and forwarded to the Fuels Division by 0900 Monday through Friday.
 - ✓ Facility PM accomplished and cleanliness maintained.
 - ✓ Contractor capable of manual operations for the hours specified in sub-paragraph three above.

C-2.5 Ground Fuel Delivery

Ground fuel delivery operations are defined as the into tank delivery by a contractor operator of ground fuels, i.e., gasoline, and diesel to authorized customers by truck. The Contractor shall be responsible for performing all ground fuel delivery operations, and safeguarding fuel supplies under its control during normal and adverse conditions. Normal ground fuel deliveries are made on and adjacent to the flight line to aircraft ground support equipment for which it is not practical for the equipment to travel to the automated service station to be refueled. Figure 5 provides a historic picture of ground fuel deliveries for the periods indicated.

The contractor is not required to issue heating fuel to government buildings on NAS Fallon except in an emergency.

The Contractor shall furnish ground fuel servicing equipment configured in accordance with [Section C-3.2.3](#) and the qualified/licensed personnel to operate and maintain such equipment to undertake ground fuel delivery operations. Requests for ground fuel received by the fuel dispatch center shall be accomplished within the time limits mutually agreed upon by the requesting activity/dispatcher.

Ground fuel deliveries to off station locations shall be accomplished using trucks that are configured and licensed/permited for use on public roads. All Federal, state, and local inspections, permits, licensing and insurance requirements for the truck(s) used on public roads, shall be a responsibility of the Contractor. Operators shall be licensed as set forth in [Section C-1.11](#). Deliveries to off station locations of up to 150 miles from NAS Fallon may be required in the event of a Search and Recovery (SAR) or crash recovery mission. In addition, quarterly deliveries of approximately 1,000 gallons of LS2 may be required at range Bravo-17, which is approximately 40 miles from NAS Fallon. Except for SAR support, all ground fuel deliveries will be made during normal duty hours.

The Contractor shall make scheduled ground fuel deliveries and respond to other requests for services received by the dispatch center during the hours listed in [Figure 1](#).

The Contractor shall document each ground fuel issue using forms or logs that provide all the information required to fully satisfy the data entry requirements of the Gas Log of the Fuels Automated System (FAS). The Contractor shall input truck issue data into the FAS Gas Log daily, Monday through Friday. Weekend/holiday activities shall be imported on the first duty day following the weekend or holiday.

Figure 5: Ground Fuel Delivery

FY1999	MUR	5,257	438	197	16
FY2000⁽¹⁾	“	3,437	286	168	14
Total & Average	“	8,694	724	365	15
FY1999	LS2	34,250	2,854	901 ⁽¹⁾	75
FY2000⁽¹⁾	“	26,989	2,249	440 ⁽¹⁾	74
Total & Average	“	61,239	5,103	1,341	74

(1) Approximately 70% of these deliveries are to fill refueler gas tanks. They are made directly from the diesel storage tanks by the refueler drivers as a part of the daily refueler inspection.

Figure 6: Ground Fuel Delivery Points and Schedules. Figure not used.

- ◇ Requirement: The Contractor shall man and maintain the ground fuel equipment to ensure customer support with specification products for the hours specified.
 - ✓ The Contractor shall notify the COR of any discrepancy or circumstance that may result in the inability to deliver ground fuel products.

- Minimum Performance Standards:
 - ✓ All equipment inspected and serviceable by 0800 daily. Inspection documentation available.
 - ✓ Daily truck inventories one hundred percent accurate.
 - ✓ Documented issues, defuels, and truck fills one hundred percent complete, accurate, and legible and entered into the FAS system.
 - ✓ Ground fuel truck logs maintained and accurate.
 - ✓ Ground fuel truck issues, defuels, and truck fills entered into the FAS Gas Log Monday through Friday
 - ✓ Fuel servicing safety procedures and precautions observed.

C-2.6 Used Oil Collection and Handling

Figure 7: Used Oil Collection

This task is not applicable under this contract.

Figure 8: Used Oil Collection Points and Pick-Up Schedule

This task is not applicable under this contract.

C-2.7 Recyclable Jet Fuel

Figure 9: Recyclable Jet Fuel Collection Points and Pick-Up Schedule

This task is not applicable under this contract.

Figure 10: Recyclable Jet Fuel Collection, Processing, and Issue

This task is not applicable under this contract.

C-2.8 Cryogenics Storage and Distribution Operations

Cryogenics storage and distribution operations are defined as the receipt, storage, handling, and issue of cryogenic products, liquid oxygen (LOX) and liquid nitrogen (LN2), and gases to authorized customers. The Contractor shall be responsible for performing all cryogenic handling operations, and safeguarding the facilities, equipment, and products under its care.

The Contractor shall staff to inspect and operate cryogenic equipment and analytical devices as outlined in the most current version of OPNAVINST 4790.2 and referenced documents and guidance contained therein. The Contractor shall man and operate the cryogenic storage and distribution facilities identified in [Appendix A](#) with qualified personnel as outlined in [Section C-1.11](#) for the times specified in [Figure 1](#). The Contractor shall be responsible for product receipts and handling, cryogenic system inspections and operator maintenance, product inventories, and the issue of liquid and gas products. The Contractor shall also be responsible for the quality of products, all administrative/accounting functions, housekeeping practices applicable to the efficient management of cryogenic storage, and distribution operations, and the security of products and facilities under its control.

Figure 11 provides workload factors in terms of liquids received and issued and of gas products issued at NAS Fallon.

Figure 11: Cryogenic Receipts and Issues

Year	Product	Gallons Received	Number of Receipts ⁽¹⁾	Gallons Issued	Number of Issues ⁽²⁾	Cylinders Filled ⁽³⁾
FY99	Oxygen (LOX)	30,175 ⁽⁴⁾	15	28,250	Approx. 520	NA
FY00	“	39,959	14	31,720	Approx. 750	NA
Total	“	70,134	29	59,370	Approx. 760	NA
FY99	Nitrogen (LN2)	20,200 ⁽⁴⁾	9	17,145	Approx. 520	5,405
FY00	“	21,128	9	18,836	Approx. 500	5,450
Total	“	48,928	18	35,981	Approx. 760	10,855

(1) The number of receipts from a commercial vendor for the physical year indicated.

(2) The number of carts filled for the physical year indicated.

(3) The number of cylinders filled includes NAN 4 carts, Lau 138, Lau 7 and TMU 72 missile cylinders

(4) Date provided for January through September of FY99.

The Contractor shall place orders for LOX/LN2 from the commercial vendor through the COR. On delivery, the Contractor shall obtain LOX samples and perform quality surveillance testing or forward samples to NAS Lemoore for testing in the event the on station ABO analyzer is not in service. The Contractor shall maintain a log of samples drawn and tested or submitted to an outside laboratory for testing, and the test results. Copies of the test result forms shall be maintained on file and available to the COR on request for the duration of the contract.

The Contractor shall issue cryogenic products, liquid and gas, to customer cryogenic carts, converters, cylinders/cylinder carts, and medical cylinders on request.

The Contractor shall be responsible for the inspection and operator maintenance of cryogenic storage and distribution systems and facilities and reports regarding all such equipment and facilities as outlined in OPNAVINST 4790.2. Operators shall inspect equipment, component, and facilities, make adjustments and perform operator maintenance, and maintain cleanliness applicable to a LOX environment. Discrepancies beyond the scope of operators maintenance program shall be documented and reported to the appropriate work center or agency via the COR. Grounds maintenance shall be accomplished as outlined in [Section C-2.11.3](#).

As outlined in [Section C-3.5](#), the Contractor shall provide uniforms. In addition, the Contractor shall provide and maintain protective cryogenic coveralls, safety gloves, aprons, and face shields used during routine cryogenic handling operations.

- ◇ Requirement: The Contractor shall staff to inspect and perform operator maintenance of cryogenic facilities and equipment to ensure customer support with specification cryogenic products for the hours specified.
- Minimum Performance Standards:
 - ✓ The Contractor shall notify the COR immediately of any discrepancy or issue that may result in the inability to issue products from the cryogenic system.
 - ✓ Cryogenic system fully manned for the hours specified.
 - ✓ One hundred percent receipt quality/quantity accuracy.
 - ✓ One hundred percent inventory accuracy.
 - ✓ Documentation complete and legible. Forwarded to the Fuels Division by 0900 daily.
 - ✓ Facility cleanliness applicable to a LOX environment maintained.

C-2.9 Inventory and Accounting

Inventory is defined as the physical measurement of products in terms of volume and temperature, the documentation of those measurements, and the conversion of observed measurements to standards recognized by the petroleum industry. Accounting is the manipulation of inventory, receipt, and issue data to portray an accurate record of daily events regarding the purchase, sale, and adjustment of fuel products, and captures that process as manual records and computer files. Fuel and cryogenic accounting shall include the accurate input of data into the appropriate FAS (Fuel Management) system.

The Contractor shall be responsible for the inventory of petroleum and cryogenic products held by or within facilities, equipment, tanks, and vehicles the responsibility of or under Contractor control. The Contractor shall provide accurate inventories of all products as outlined by DOD 4140.25, Bulk Petroleum Management Policy, NAVSUP Volume II, Supply Ashore, other Navy regulations, and local instructions. Documentation consisting of inventory, receipt and issue forms, and logs and reports as may be used to compile, compute, and validate accurate product movements shall be forwarded to the Contractor operated fuel accounting office by 0900 Monday through Friday. Weekend/holiday inventories and documentation shall be forwarded to the Fuels Division office on the first duty day following the weekend or holiday.

The Contractor shall establish a fuel accounting regiment, a system of files and records, that provides ready access to daily, monthly, or other specific time segment information as may be defined by the COR. Such fuel accounting files, records, and processes shall facilitate:

- ✓ The continuous update and accurate portrayal of FAS system information
- ✓ Period financial closeouts with assigned aircraft squadrons
- ✓ The provisioning of inventory and workload information, to include local reporting, as may be requested by other Navy activities, the COR, and DESC.
- ✓ Audits and Inspections as may be conducted by the COR and other agencies.

The dispatcher will perform daily FAS closeout procedures. A summary report of receipts, issues (refuels/defuels), product inventories, and adjustments (gain/loss data) for the previous days activities shall be provided to the COR not later than 0900 daily, Monday through Friday. Summaries of weekend/holiday activities shall be forwarded to the COR on the first duty day following the weekend/holiday. Inventory and accounting files and records are the property of the Government and shall be retained for the duration of the contract. All files shall be made available to the COR on request.

◇ Requirement: The Contractor shall inventory and fully account for all fuel and cryogenic products under its control.

- ✓ The Contractor shall establish inventory and accounting procedures agreeable to the Government.
- ✓ The Contractor shall fully document all receipts, issues, inventories, and adjustments.
- ✓ The Contractor shall make all computer system inputs in the FAS Log Sheet module relevant to fuel management.
- ✓ Daily inventory forms shall be validated/signed by the Contract manager or his/her representative.

➤ Minimum Performance Standards:

- ✓ Documentation shall be forwarded to the Fuel Division by 0900 daily, Monday through Friday.
- ✓ One hundred percent accuracy of inventory documentation.
- ✓ Inventory/accounting processes, to include the update of computer systems, shall be completed daily
- ✓ All documentation shall be neat, legible, and filed for easy access.
- ✓ Inventory and accounting files and records shall be stored and available for the duration of the contract.

C-2.10 Quality Surveillance

The Contractor shall, as outlined in [Section C-1.4](#), prepare and maintain a Product Quality Surveillance (PQS) plan. The PQS shall outlining policies and procedures to ensure products under the Contractor's care remain on specification. The plan shall include, but is not necessarily be limited to, product receipts, storage, and issue sampling, testing of samples,

the disposition of samples taken, and documentation of the quality surveillance function. On acceptance, the PQS shall be incorporated into the contract. The COR will review the PQS as necessary during the term of the contract and update it as required via NAVPETOFF and the DESC Contracting Officer.

No petroleum product shall be received or issued until product quality determinations and confirmation of conformance with specifications. Products shall be issued on a first-in, first-out basis unless otherwise specified or directed by the COR. Anytime product is received into a tank, regardless of source or reason, it shall be suspended from issue pending quality conformance sampling and notification of test results.

C-2.10.1 Sampling

The Contractor shall take all samples, as required by NAVAIR 00-80T-109. All samples requiring analysis shall be delivered to the NAS Fallon fuel laboratory for testing. Sampling shall be taken in accordance with the API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Manual Sampling of Petroleum and Petroleum Products as may be supplemented by local instructions. Local instructions will dictate the location of samples to be taken, the frequency, quantity, minimum tests required, and sample retention procedures applicable to NAS Fallon.

C-2.10.2 Testing

The Contractor shall conduct all testing of all product samples submitted within the limits and capabilities of the station fuel laboratory. Unless otherwise specified, fuel shall be tested in accordance with MIL-STD-3004 and NAVAIR 80T-109. Calibration of laboratory test equipment and the replacement of standards shall be conducted by the Contractor and shall be included in the PM plan. Personnel performing quality testing shall be trained and qualified as outlined in [Section C-1.11](#).

Minimum Sampling/Testing Requirements (See NAVAIR 00-80T-109)

- ✓ Visuals: Daily on all fuel servicing trucks, hot pits, and fillstands.
- ✓ Analysis per NAVAIR 00-80T-109: Daily or Weekly on all refueler, hot-pits and fillstands and on each JP8 bulk storage tank after product receipt.
- ✓ Correlation: Monthly from 2 pieces of refueling equipment or JP8 storage tank.
- ✓ Bottom Samples: Monthly on each storage tank.

C-2.10.3 Record Keeping and Reports

The Contractor shall maintain a sample log system (manual or computer based). The log shall reflecting the date and time the sample was received, the type of sample, and the test results. A log of samples requiring more extensive testing, i.e., to whom a sample is sent, the sample size, and the tests required shall also be kept. A copy of all test results provided by outside sources, including correlation testing, shall be maintained on file.

The Contractor shall establish and maintain a filling system relevant to quality surveillance records and maintain all such records in a neat, orderly manner. Historical product quality surveillance records shall be kept on file for the duration of the contract and be made available to the Government on request. All quality surveillance records and logs are the property of the Government.

- Workload Projection
 - ✓ One hundred percent compliance with the sampling and testing requirements of NAVAIR 00-80T-109.
 - ✓ One hundred percent record entry for all required samples.
- ◇ Requirement:
 - ✓ Quality of all petroleum products received, stored and issued meet specification requirements.
 - ✓ Quality of all petroleum products is verified as suitable for their intended use.
 - ✓ Records and petroleum samples are maintained to resolve quality concerns.
 - ✓ The COR shall be notified immediately of any suspected fuel quality issues prior to further movement.
 - ✓ A receipt sample shall be properly marked as to product, source, and date and stored as a retention sample.

- Minimum Performance Standards:
 - ✓ One hundred percent sampling prior to, during, and after all fuel receipts, transfers, and issues.
 - ✓ One hundred percent visual testing.
 - ✓ Sampling and testing does not cause delays resulting in demurrage charges.

C-2.11 Property Management and Maintenance

The Contractor shall be responsible for the normal and continuous use and operation of all systems, facilities, and equipment furnished by the Government, and shall perform the preventive and operator maintenance required. The Contractor shall provide all manpower, materials, tools, instruments, devices and equipment not otherwise specified as Government-furnished but directly or indirectly called for within this contract or references cited to accomplish all preventive and operator maintenance. The purchase of repair services and supplies beyond the scope of the preventive/operator maintenance program will, given the appropriate approvals, be reimbursed under Section C-4.0, Logistics Support, Cost Reimbursable.

Preventive Maintenance. Preventive maintenance is a program of recurrent periodic or cyclical inspections and servings designed to preserve and maintain equipment, apparatus, or facilities in such a condition that they may be effectively used for their intended purpose. Preventive maintenance will normally be limited to those actions that can be taken by qualified system operators using common hand tools and specialized tools or instruments as may be prescribed by a specific PM procedure. Beginning with Section C-2.12.1, the codes assigned to each of the sub-sections headings, i.e., Buildings and Structures (C), represent the preventive maintenance schedule for the item listed.

Operator Maintenance. Operator maintenance is that work accomplished during routine inspections, other than PM, and system use/operation. Operator maintenance may include, but is not necessarily limited to work such as the replacement of ground wires, plugs, and clips, the replacement of seals, O-rings, gaskets not requiring component tear-down, the lubrication of components, the tightening of nuts, bolts, and screws to prevent leakage and to stabilize equipment, or corrosion control and spot painting. Operator maintenance is normally limited to actions taken by operators using common hand tools.

Other Maintenance and Repair. Except as specifically outline herein, maintenance and repair beyond that defined as preventive and operator maintenance, i.e., the unplanned repair or replacement of components that show abnormal wear or failure, must be approved by the COR. Tasking and reimbursable for other maintenance and repair actions on the part of the Contractor will be provided as outlined by Section C-4.2.

C-2.12 Preventive Maintenance - Facilities and Equipment

The CMP established in Section C-1.4 shall provide for the inspection, servicing, calibration of equipment, and care of facilities at specified intervals. Appendix A, Government Furnished Facilities, and Appendix B, Government Furnished Equipment, Supplies, and Services, provide a listing of facilities and equipment requiring preventive maintenance and shall serve as the basis for the CMP. The Contractor shall monitor all preventative maintenance tasks using a Government furnished automated maintenance program, Datastream MP2 Pro. The Contractor shall generate work orders and schedule periodic inspection and maintenance of all government furnished equipment. The contractor shall perform the required maintenance prior to the end of the calendar month and update the maintenance database. CMP shall provide a systematic approach to planning, scheduling, documenting/reporting and managing (labor, materials, time, and costs) to perform those actions that contribute to the uninterrupted function of fuel systems.

The following items of inspection are applicable to NAS Fallon. The codes following each item heading, i.e., Gauge (Pressure, Differential, and Vacuum) (A), represent the scheduled preventive maintenance cycle. The following codes apply: (D) – Daily; (W) – Weekly; (M) – Monthly; (S) – Semiannual; (A) – Annual; (C) – Continuous.

The code does not dictate or imply the only time an item will be monitored or inspected. In all cases, discrepancies within the preventive/operator maintenance program shall be documented and corrected. Those deemed beyond the expertise of the Contractor or outside normal preventive maintenance shall be recorded on the applicable inspection report and forwarded to the COR for action.

C-2.12.1 Buildings and Structures (C)

The Contractor shall ensure that all buildings, structures and facilities used by or under Contractor control are kept clean and sanitary. The Contractor shall sweep, mop, and wax floors and wash windows and walls so as to present a clean, orderly appearance. Maintenance and storage buildings shall be kept in clean and orderly manner. Areas immediately around buildings for which the Contractor is responsible shall be kept free of debris. The Contractor shall not allow fire hazards, such as oily rags, loose paper, and trash to accumulate in or around buildings, structures, facilities, and areas used, occupied, or controlled by the Contractor.

Requests for pest, rodent, and vegetation control shall be forwarded to the appropriate work center or agency via the COR. The use of pesticides, insecticides, fungicides, and rodenticides by the Contractor is prohibited.

The Contractor shall reset circuit breakers and switches, furnish and replace burned out standard and fluorescent lights, and plunge sinks and toilets. Other building/structure maintenance requirements, i.e., electric, carpentry, and other skilled trade work shall be forwarded to the appropriate work center or agency via the COR. The Contractor shall not alter any structure or allow it to be altered without explicit written approval by the Government.

C-2.12.2 Trash Removal (W)

The Contractor shall be responsible for the pick-up of all trash and debris within and around fuel and cryogenic areas controlled by the Contractor, and shall dispose of it in government-furnished containers. The Government will dispose of the trash placed within the containers provided.

C-2.12.3 Grounds (C)

The Contractor shall be responsible for vegetation control, not to exceed pulling and/or cutting of minor vegetation growth with hand tools. Grounds maintenance, grass cutting and vegetation control, shall be provided by the Public Works Department.

The use of herbicides by the Contractor is prohibited. Any application of herbicides will be undertaken by the Government.

C-2.12.4 Roads and Paved Surfaces (C)

All roads, paved surfaces, curbing, and sidewalks within contracted fuel management areas shall be monitored continuously. Damage, defects, and the need for repairs shall be documented and reported to the appropriate work center via the COR.

C-2.12.5 Fences and Gates (C)

The Contractor shall inspect all fences, to include signs and markings, gates and automatic gate openers, of fuel management compounds. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.12.6 Lighting (C)

Exterior lighting, security lighting, and exterior building lights will be monitored on a continuous basis. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.12.7 Other Facilities, Equipment, and Utilities (C)

The Contractor shall continuously monitor other facilities, equipment, and utilities, i.e., AFFF Systems, storm drains, exterior water systems, power poles, lines and transformers, and exterior telephones within Fuel Management areas. Deficiencies shall be documented and reported to the appropriate work center via the COR.

C-2.12.8 Storage Tanks (W)

The Contractor shall visually inspect the exterior of all storage tanks and tank components on a continuous basis. All inspections shall be documented and corrective action within the scope of PM/operator maintenance accomplished as deficiencies are noted. Maintenance such as exterior painting of tank(s) and tank inspection/cleaning shall be recorded on the appropriate inspection document, and a work request forwarded to the appropriate work center or agency via the COR.

The Government will be responsible for the complete painting of tanks and internal tank inspection and cleaning. Upon notification of a tank cleaning project, the Contractor shall, to the extent possible, use installed system-pumping equipment to ready all selected tanks for cleaning and inspection by emptying them of product. On completion of tank cleaning, or repairs, the Contractor shall be responsible for a complete tank/system inspection to ensure all components are ready to be returned to service. The Contractor shall update all PM systems, programs, and records.

C-2.12.9 Berms/Containment Systems (C)

The Contractor shall ensure that all berms and containment systems are kept clean, free of vegetation, and other debris that may hamper proper system drainage. Drain valves shall be inspected and actuated monthly. The direct discharge of any liquid from any berm/containment system shall comply with all Spill Prevention Control and Countermeasures (SPCC) plan and National Pollution Discharge Elimination System (NPDES) permit as applicable. The Contractor shall maintain a log of the dates berms are drained, observed conditions of the water drained, and who performed the drain operation.

C-2.12.10 High/Low Level Alarms and Control Valves (M)

The Contractor shall test installed alarm systems, i.e., horns, lights, control board status lights and signals, and high/low level control valves monthly.

C-2.12.11 Automatic Tank Gauge (ATG) System (Q)

The Contractor shall monitor ATG systems continuously. ATG readings shall be validated by manual gauging quarterly.

C-2.12.12 Pumps, Reduction Gears, and Pump Motors (Q)

The Contractor shall maintain all the fuel system pumps, reduction gears, and pump motors in a serviceable condition through scheduled inspections and PM. The Contractor shall adjust packing and stuffing glands, inspect mechanical seals, provide lubrication, replace gaskets and seals not requiring component tear-down, and tighten loose nuts, bolts, and screws to prevent leaks and to stabilize equipment. Pump motors shall be inspected during operation for excessive noise and vibration.

C-2.12.13 Valves and Valve Motor Operators (Q)

The Contractor shall inspect and perform preventive/operator maintenance on all types of valves (gate, ball, globe, plug, both lubricated and non-lubricated, check, and double block and bleed). The Contractor shall inspect, clean, lubricate as needed, and operate/actuate each system valve to ensure proper function. Motor operators shall be inspected, cleaned/lubricated as needed and actuated to ensure proper operation.

Flow control valves with pilot, solenoid, and pressure relief control assemblies shall be monitored on a continuous basis. Discrepancies such as erratic performance or valve failure shall be documented and reported to the appropriate work center via the COR.

Miscellaneous small valves, all types 1½ inches or smaller, shall be monitored continuously. Discrepancies shall be recorded and a work request forwarded to the appropriate work center via the COR.

C-2.12.14 Filter Separators and Monitors (C)

The Contractor shall inspect/monitor filter separator and fuel monitor vessels and components, i.e., sight gauges, flow indicators, and air eliminators continuously. Systems shall be inspected, water drained, differential pressure readings recorded, and components calibrated/tested as outlined by applicable manufacture's pamphlets, industry standards, and military specifications. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/components.

Beyond the normal PM process, the Contractor shall be responsible for physically changing filter separator and fuel monitor elements, and maintaining the filter/monitor vessels, i.e., replace worn components such as gaskets, spacers, washers, and other minor parts. The Contractor shall control and prepare used elements for disposal in accordance with local environmental regulations.

Small in-line filters, service station dispensing pump filters for instance, shall be replaced in accordance with manufacturer's recommendations.

C-2.12.15 Relaxation Chambers (C)

The Contractor shall inspect relaxation chambers for stress fractures, leaks, and operation of the components attached. Pressure/thermal relief valves, pressure gauges, inlet/outlet control valves, and other components as may be installed shall be monitored, tested, or calibrated as required for the specific component.

C-2.12.16 Strainers (All Types) (M)

The Contractor shall inspect and clean system strainers monthly or more often as may be deemed necessary by system condition, flow, and pressure indicators. Defective strainers shall be replaced as necessary. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component

C-2.12.17 Meters (S)

The Contractor shall monitor meters on a continuing basis. Meters used for custody transfers shall be calibrated semiannually, when a meter is suspected to be out of calibration, whenever a meter is serviced, or when a meter has been damaged.

The Contractor shall calibrate meters or arrange to have calibrations performed by an agent that is trained to perform such work. Calibrations shall be performed as part of the Navy Calibration and Metrology program and traceable to National Institute of Standards and Technology (NIST) standards. The Contractor shall maintain a log of all calibrations performed. This log should be available for inspection by the COR on request.

C-2.12.18 Gauges (Pressure, Differential, and Vacuum) (A)

The Contractor shall inspect gauges continuously and as part of the scheduled PM program. The Contractor shall remove, calibrate or arrange to have calibrations performed by an agent certified for such work, and replace all such gauges in accordance with NAVFAC MO-230 (see the NIST standard noted above). See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component

C-2.12.19 Pressure/Thermal Relief Valves (A)

The Contractor shall monitor all installed pressure/thermal relief valves as part of its daily inspection program. As scheduled, the Contractor shall remove, bench test, and replace pressure/thermal relief valves in accordance with NAVFAC MO-230 or the manufacturer's recommendations. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component

C-2.12.20 Piping/Pipelines (A)

The Contractor shall regularly monitor piping and pipeline systems, to include all types of expansion joints.. All piping shall be identified in accordance with the most current MIL-STD-161, and inspected and maintained in accordance with NAVFAC MO-230. The Contractor shall be responsible for spot painting/remarking of lines, keeping pipelines free of water/solids through low point drains, and keeping line/valve pits clean and dry. Pipeline right-of-ways shall be maintained by the Contractor.

The Government will be responsible for pipeline replacement, major repairs, and annual hydrostatic testing. The contractor shall be responsible for preparing the fuel system for hydrostatic testing by government personnel. This includes installing/removing government provided piping skilllets/flanges and other associated tasks as needed. Government personnel will perform all actual hydrostatic testing and analysis. After any testing/repair, the Contractor shall inspect, pressurize, and re-inspect the affected lines to ensure the integrity of the line and repairs performed before returning the pipeline to service.

C-2.12.21 Loading Arms, Pantographs, and Nozzles (D)

Inspect and maintain all loading arms, pantographs, and nozzles in accordance NAVFAC MO-230. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component

C-2.12.22 Couplers, Connectors, and Swivels (D)

The Contractor shall inspect and monitor all such fixtures, to include quick disconnect and emergency dry breakaway couplers. Leaks, wet spots, erratic mechanical operation, and the need for excessive force to operate such equipment shall be repaired by the contractor. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component

C-2.12.23 Hoses (All Types) (D/A)

Aircraft refueling hoses will be inspect daily for nicks, cuts, abrasions and hydrostatic tested annually. The Contractor shall test and mark hoses as outlined in NAVFAC MO 230. The Contractor shall install or replace hoses as necessary. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component

C-2.12.24 Pits (M)

The Contractor shall keep all pipelines and component pits clean and free of water, debris, and fuel. The Contractor shall remove any water and/or fuel that may accumulate in pits and shall periodically air pits to reduce/prevent corrosion. Should any pit appear to contain excessive fuel or fuel vapors, the Contractor shall inspect all pipeline connections (flanges), valves, and controls, to locate and correct the problem or forward a work request to the appropriate work center or agency via the COR. Appropriate confined space safety measures shall be observed.

Pits known to be less than watertight shall be identified, marked, and monitored continuously.

C-2.12.25 Manifolds (M)

The Contractor shall inspect manifolds for leaks and general condition of equipment as part of its daily inspection process. The Contractor shall perform preventive and operator maintenance to including, but not necessarily limited to, the calibration of gauges, the actuation of valves, the tightening of nuts, bolts, and screws, and spot painting. The Contractor shall keep manifolds areas clean, free of debris, and vegetation controlled as outlined in Section C-2.11.3.

C-2.12.26 Pier Facilities (Piping, Risers, and Valves) (Q)

Pier facilities are not applicable under this contract.

C-2.12.27 Pier Loading Arms (S)

Pier loading arms are not applicable under this contract.

C-2.12.28 Truck Fillstands (Q)

Fillstand(s) shall be inspected on a continuous basis for leaks, faulty components, loose connections, and filters/monitor differential pressure readings. The Contractor shall perform all preventive maintenance that may include replacing ground wires, clamps and plugs, replacing seals, gaskets, and O-rings not requiring component tear-down, replacing burned out lights, and the cleaning of strainers. The Contractor shall also accomplish corrosion control and spot painting of fillstand facilities. See other sections regarding the inspection, preventive/operator maintenance, and calibration of specific components of the fillstand. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component.

Overfill protection and grounding systems, i.e., Scully and OPW overfill protection, and Scully Ground Hog grounding system shall be monitored on a continuing bases. Discrepancies shall be recorded and reported to the COR.

The Contractor shall ensure the area is clean and that the fillstand containment area is free of water and product residue.

C-2.12.29 Oil/Water Separator System (M)

Oil/water separator systems are maintained by Public Works.

C-2.12.30 Cathodic Protection System (M)

Cathodic protection systems are maintained by Public Works.

C-2.12.31 Electrical Bonds, Grounds, and Insulators (M)

Electrical bonds shall be checked for continuity of current flow, static grounds for resistance, and insulators for non-flow of current. Inspection and checks shall be made as outlined by NAVFAC MO-230 and records of readings maintained.

Bulk Storage Tanks: Tank grounding shall be inspected quarterly. Visually inspect the ground connections around the periphery of the base, tighten loose connections, clean corroded connections.

C-2.12.32 Shower and Eyewash Stations (W)

The Contractor shall inspect, test, and maintain shower and eyewash stations for proper function.

C-2.12.33 Corrosion Control and Painting (C)

The Contractor shall perform corrosion control and minor painting (of those systems requiring painting) as part of housekeeping. Minor/spot painting consists of preparing, applying primer and repainting small surfaces areas (a square yard of flat surface or 6 linear feet of 6 inch piping) and small components, i.e., valves, strainer, and motors, to protect surfaces from corrosion and to preserve appearances. The application of color code bands as outlined in Military Standard, Identification Methods for Bulk Petroleum Products Systems, MIL-STD-161 shall also be accomplished by the Contractor.

The Contractor will not be required to paint large vertical surfaces such as buildings and tanks or entire pipeline systems.

Paint and primer used shall be oil base type suitable for use on metal, exterior surfaces and shall be matching or compatible with existing surface paint.

C-2.12.34 Spill Remediation Kits (M)

Spill remediation kits of all sizes and types shall be inspected and monitored continuously. Any need for supplies, kit, component or replacement materials shall be provided by the Contractor. See Section C-3.4 regarding Contractor provisioning out spares and replacement parts/component

C-2.12.35 Service Station Facilities (C)

Service station facilities, manual or automated, shall be inspected and monitored regularly. Components, i.e., filters, pumps, hoses, nozzles, and other relevant items as may be listed above shall be inspected as a part of the PM program.

- ❑ Workload Projection: The Contractor shall maintain all structures, Contractor or Government furnished, maintain the cleanliness and appearance of those structures and areas around such structures. The Contractor shall observe, monitor, and inspect all grounds, structures, facilities, components, and equipment, document observations, and report the status of all under Contractor control so as to ensure the continued operation of all fuel facilities.
- ◇ Requirement: All Government property under Contractor control shall be monitored, inspected, and maintained in safe, working condition so as not to hinder or delay operations.
 - ✓ The COR shall be informed immediately of abnormal wear and tear, malfunction, or breakdown of Government facilities or equipment.
- Minimum Performance Standards:
 - ✓ Grounds, facilities, and structures maintained to present a clean, orderly, and safe work environment.
 - ✓ Preventive/operator maintenance performed as scheduled/required.
 - ✓ Preventive/operator inspections and maintenance fully documented.
 - ✓ The preventive maintenance program maintained and current.
 - ✓ Maintenance beyond normal PM/operator programs reported to the COR.

C-2.13 Training and Records Keeping

The Contractor shall establish and maintain for the duration of the contract a training program that is acceptable to the Government. A training plan, both summary and final, shall be provided to the Government as outlined in [Section C-1.4](#). On acceptance, the complete training plan shall become a part of the contract. The training program shall ensure that all contract personnel receive the training ranging from initial employee indoctrination to fuel and cryogenic safety issues as outlined in, but not necessarily limited to, **Figure 12**. All training shall be fully documented. The *Personnel Qualification Standard (POS) for Aviation Fuel Operations Ashore, NAVEDTRA 43288A* and *Oxygen/Nitrogen (O₂N₂) Systems, NAVEDTRA 43107-C*, shall be used as the core training record for all fuel/cryogenic personnel. All such training documents or a complete copy thereof, excluding proprietary company information, shall be provided to the employee on termination of duties with the contractor.

Figure 12: Contractor Training

Base Driver Training and Familiarization to include Flightline Operations
Fire Prevention and Control
Confined Space Entry (as applicable)
Protection of the Environmental
Facility Response Plan (FRP)
Hazardous Communication
Hazardous Waste Operations and Emergency Response
Lock-Out-Tag-Out Procedures
Safe Transportation of Hazardous Materials
Fuel System Safety
Fuels Automated System (FAS)

(1) Except as may be specified by other sections of this contract, the government is not obligated to train or provide training to contract personnel. However, incidental training as may be mandated by the base and provided without cost to the Contractor, i.e., fire prevention or base/flightline familiarization, shall be fully documented within an employee's training record.

- ◇ Requirement: Personnel shall be continually trained and developed regarding work habits and skills applicable to the petroleum management mission and related procedural, safety, quality, administrative, and accounting functions.
- Minimum Performance Standards.
 - ✓ A complete copy of the training plan readily available to the Government on request.
 - ✓ One hundred percent compliance with the government accepted training standards.
 - ✓ All employee training records complete and annotated regarding required training as outline in the Training plan.
 - ✓ Training records for all employees readily available to the Government on request.
 - ✓ Training materials, literature, documents, aids, and information readily available to all personnel.

C-2.14 Contractor Safety Plan

The Contractor shall, as outlined in [Section C-1.4](#), establish and maintain, for the duration of the contract, a comprehensive fuel and cryogenics safety program that complies with applicable Federal, state, and local laws as well as Navy instructions and regulations. **Figure 13** lists those sections (safety plans) to be provided by the contractor and Government plans to be incorporated in the final plan. On acceptance, the safety plan shall become a part of the contract.

Figure 13: Required Contractor Safety Plans

Safety
Industrial Hygiene Plan (Physical survey performed by the Government.)
Confined Space Entry Plan (As applicable.)
Disaster Preparedness Plan (Provided by the Government.)
Fire Prevention and Protection Plan (Provide for all Contractor used and controlled systems and facilities.)
Hazardous Waste Operations and Emergency Response Plan (Provided by the Government.)
Safety and Health Standards Plan

- ◇ Requirement: Personnel shall be trained to recognize potential hazards, avoid exposure to danger, and to develop safe working habits and skills applicable to petroleum related operations.
 - ✓ The Contractor shall establish a smoking policy that prohibits smoking in other than in designated areas. The Contractor shall provide signs to be posted at the entrance to work areas that read, **"NO SMOKING EXCEPT IN DESIGNATED SMOKING AREA."** The Contractor shall also designate a smoking area and provide signs that read: **"DESIGNATED SMOKING AREA."**
- Minimum Performance Standards:
 - ✓ All safety plans shall be readily available to all personnel.
 - ✓ One hundred percent documentation and compliance with government approved Safety Plans.
 - ✓ One hundred percent documentation verifying all operations are conducted in accordance with government approved staffing charts.
 - ✓ Smoking and Non-Smoking areas designated.

C-2.15 Environmental Protection

In addition to the provisions of Section I, Clause I180, Clean Air and Water, the Contractor shall comply with the Government provided environmental plans listed in **Figure 14**. Environmental permits and licenses required to operate Government fuel facilities will be obtained and kept on file by the Government. The environmental training as listed in [Section C-2-13](#) shall be the responsibility of the Contractor.

Figure 14: Environmental Documents

EPA Hazardous Waste Management System Plan	40 CFR 260-268
Facility/Emergency Response Plan (OPA 90)	33 CFR 154, 40 CFR 112, 49 CFR 194
National Pollutant Discharge Elimination System Permit Plan	40 CFR 122
Oil Pollution Prevention Operations Manual	33 CFR 154
Spill Prevention Control and Countermeasures (SPCC) Plan	40 CFR 112
NAS Fallon Instructions	5090.1B; 5090.2C; 5090.3A; 5090.5A

- ◇ Requirement: Ensure that all necessary actions are taken to prevent, controls, and abate environmental pollution related to fuel facilities, activities, and programs.
 - ✓ If the Contractor receives a Notice of Violation, the Contractor shall immediately notify the COR.
- Minimum Performance Standards:
 - ✓ Applicable document on hand and available to the Government on request.
 - ✓ One hundred percent compliance with environmental laws, regulations, and government environmental documents.

C-2.16 Security

The Government will provide and maintain the physical security barriers to protect property. The Contractor shall be responsible for implementing the administrative and physical security measures to protect Government furnished facilities, structures, vehicles, equipment, and materials over which they have control, as well as, their own vehicles, equipment, tools, and supplies. Under the guidelines of the most current OPNAVINST 5530.14, Navy Physical Security, the Contractor shall perform the security measures outline in Figure 15. The Contractor shall provide all labor, vehicles, equipment, materials, and supplies necessary to manage and protect all the areas under their control and fulfill the requirements outlined therein. The inspection of physical barriers and lighting and the reporting of discrepancies are outlined in [Section C-2.12](#).

Figure 15: Security Requirements

Maintain controlled access to Government facilities under Contractor control.	
Establish and maintain a key security and lock control system.	
Maintain visitors logs.	
Secure all gates, buildings, facilities, and systems when not in use.	
Perform and document random security checks/patrols of areas not normally occupied beyond normal duty hours.	

- ◇ Requirement: The Contractor shall ensure that all fuel and cryogenic facilities and equipment are physically secure when not in use and controlled during normal duty hours.
- Minimum Performance Standards:
 - ✓ Security requirements documented and files maintained.
 - ✓ Key and lock system established and controlled.
 - ✓ Visitors to Contractor operated facilities identified and logged.
 - ✓ Random security inspections performed and documented.
 - ✓ Facility inspections performed to ensure security systems are functional. Noted discrepancies reported.

C-2.17 Property Inventory and Accountability

At contract turnover, see [Section C-1.5](#), representatives of the Contractor and Government will conduct a joint inventory of all Government furnished facilities, systems, equipment, supplies, and other property to be furnished by the Government. They will jointly validate the list of facilities, fuel and cryogenic systems, equipment, and components listed in [Appendix A](#), and update the appendix to fully account for Government assets to be placed under the care and control of the Contractor. They will also update [Appendix B](#) to provide an inventory of all other Government furnished minor property. Both representatives will certify the completed appendices that will become a part of the contract.

The Government reserves the right to dispose of any unserviceable facilities, equipment, components, parts, materials, supplies, or other items furnished at any time during the contract. Items critical to the Contractor's performance will be replaced by the Government; or the Contractor may be tasked under [Section C-4.0](#) to provide replacement items or procure repairs. Furthermore, the Government reserves the right to dispose of any unserviceable common use items such as office and rest area furniture, decorative pieces, and appliances such as coffee machines, microwave ovens, and refrigerators without replacement. Items as may provided as Contractor Furnished Equipment (CFE) shall be disposed of, i.e., removed from the base or turned over to or sold to the follow-on Contractors, at the end of the Contract.

As outlined in Section I, Clause I114, the Contractor shall account for all properties, maintain records, and submit a report of Government Furnished Equipment/Property under Contractor custody annually, as of the anniversary of the contract. The report shall be forwarded to the COR not later than 30 days from the anniversary date each year of the contract. The Contractor's report shall provide a complete inventory of Government-furnished property under its custody. The Contractor shall identify all property deleted and received since the preparation of the last inventory and provide copies of source documents, i. e., Contractor/vendors invoices, for each item of Government-furnished property. As applicable, Appendix A and B shall be updated by the Contractor.

C-2.18 Use of Government Facilities

The Contractor shall not permit or authorize personnel to store, repair, or care for personal property such as boats, motor vehicles, recreational vehicles, trailers, motorcycles, etc., on Government property under Contractor control. Likewise, the Contractor shall not use Government property, facilities, or buildings for the storage or repair of Contractor-owned vehicles and equipment not specified within this contract.

The parking of personal vehicles used for transportation to and from work will be permitted in designated vehicle parking areas during normal working hours.

C-3.0 CONTRACTOR-FURNISHED EQUIPMENT

C-3.1 General

The Contractor shall provide all the vehicles, equipment, tools, supplies, and services specified and necessary for the normal and continuous safe operation, maintenance, and inspection, calibration and upkeep of the equipment identified herein. All tools, equipment, instruments, devices, parts, and supplies not otherwise specified as Government furnished but directly or indirectly called for within this contract or references cited shall be provided by the Contractor.

C-3.2 Vehicles

The Contractor shall provide the vehicles necessary to meet the workloads identified herein within the response times outlined in [Section C-2.2.2](#) for the petroleum related operations specified in [Figure 1](#). All equipment shall be maintained in a fully serviceable condition by the Contractor and shall be fully capable of safely performing the tasks for which they are designed. Vehicles provided to an activity at contract start shall not be replaced or removed from the base without written notification to and approval by the Government. Standby or spare vehicles not specified or required herein but presented for use on station shall pass all inspections applicable to the equivalent type of equipment provided under this contract.

C-3.2.1 Prime Mover, Trucks and Tractors

Truck and tractor chassis provided under this contract shall be new at the start date of the contract and may be used for the life of the 10-year contract (5 years and one 5 year option) provided they are maintained in serviceable condition. Truck and tractor chassis shall be of a standard, first class commercial design equipped and sized to tow/carry the load to which it will be subjected. Subject to the minimum cargo tank capacity set forth in [Section C-3.2.2.1.1](#), loading on any axle or set of axles shall not exceed the manufactures gross vehicle working rate (GVWR)/limitations. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code. Except as specifically modified herein, each truck/tractor shall be configured and maintained to meet the requirements set forth in *49 CFR, Chap III, Sub-Chap B, Part 393, Parts and Accessories Necessary for Safe Operation*. All tractors of the same class shall be interchangeable with all trailers of the same class without modification to the tractor or trailer.

C-3.2.1.1 General

The Contractor shall maintain trucks and tractors so that entry of carbon monoxide and noxious fumes into the vehicle cab is minimized. Rubber boots around pedals and levers shall be in tact and tight fitting. Grommets in holes through the firewall shall fit snugly. Holes in the floor panels, firewall, or elsewhere within the cab shall be repaired/closed. Heater and fresh air intakes shall be remote from the exhaust discharge. Exhaust systems shall be inspected and repaired or replaced as necessary. Engine oil and fluids shall be controlled (leaks repaired) so as to prevent the spillage of fluids anywhere.

C-3.2.1.2 Radios

The government will provide a sufficient number of radios for use in carrying out alongside aircraft refueling support. The contractor is responsible for installing them into their refuelers.

C-3.2.1.3 Electrical Wiring and Lights

All wiring beyond the rear of the truck or tractor cab shall be of adequate size to provide the required current-carrying capacity and mechanical strength. It shall be mounted to provide protection from physical damage and contact with spilled fuel by being enclosed in a metal conduit or other oil-resistant protective covering. All circuits shall have over-current protection. Junction boxes shall be weatherproof.

C-3.2.1.4 Mirrors and Glass

All trucks and tractors shall be equipped with large, truck type exterior rear view mirrors located and mounted so as to provide the driver a clear view of the rear along both sides of the vehicle or trailer. Mirrors as well as windshields, windows, turn signals, reflectors, clearance and brake lights shall not be cracked, broken, fogged or distorted in a way that would impede the driver's vision or prevent a clear signal to other traffic.

C-3.2.1.5 Fenders and Mudguards

Fenders and mudguards shall be installed over the wheels of the tractor to fully protect the cargo tank and pumping system. Front fenders/mudguards may be tractor or trailer mounted. Non-functional skirting and flashing is prohibited.

C-3.2.1.6 Tires

Tire requirements are established by *49 CFR, Chap III, Sub-Chap B, Part 393, Sub-Part G* applies. However, non-FOD tire may be mounted at the Contractors discretion.

C-3.2.1.7 Exhaust

The exhaust system of all trucks/tractors shall consist of a standard commercial muffler and a spark arrestor. The spark arrestor shall be approved under USDA Forest Service Standard 5100.1b as supplemented by the NWCG Spark Arrestor Guide, General Purpose and Locomotive (GP/Loco), Volume 1. The spark arrestor shall have a clean out plug. Where flexible exhaust pipe is used to absorb engine torque, a short section, no longer than 18 inches may be used. Exhaust systems shall be configured as follows:

NOTE

A spark arrestor is not required on trucks equipped with turbo diesel engines where 100 percent of the exhaust passes through the turbo unit.

C-3.2.1.7.1 Forward Mounted Fuel Components

On fuel servicing tractor/semi-trailers where fuel system components and piping are mounted on the tractor chassis or on the front of the tank over the tractor chassis, and on cargo tank motor vehicles where components are mounted on the chassis between the cab and the tank or along the chassis under the tank behind the cab, the muffler and spark arrestor shall be mounted at the front of the engine with the exhaust outlet directed toward and exiting at the right extreme of the front bumper of the unit. The exhaust outlet shall point toward the ground at a 45-degree angle and terminate no higher than 18 inches above the ground. Exhaust piping, shielded or otherwise, shall not terminal under the truck cab or between the chassis frame rails.

C-3.2.1.7.2 Under-Trailer/Rear Mount Fuel Components

On fuel servicing equipment configured with the system components and piping mounted under the trailer and to the rear of the trailer landing gear or on the rear of the trailer or tank, a shielded commercial exhaust system as described in [NFPA 407](#) may be installed. Exhaust piping, shielded or otherwise, shall not terminal under the truck/tractor cab or tank or between the chassis frame rails.

C-3.2.1.8 Painting and Marking

Contractor vehicles, excluding utility vehicles, shall be painted and marked in accordance with NAVFAC P-300. All vehicles shall be free of rusted areas, running rust, flaking paint, and excessive paint oxidation. Contractor vehicles shall be completely repainted when touch up painting exceeds 20 percent of the vehicle's surface. Faded, non-reflective, and obscure stencils, placards, and logos shall be replaced. For painting, tractors and trailers are considered separate units.

C-3.2.1.8.1 Placards

A DOT placard applicable to the grade of product being transported shall be placed on the left quarter of the front bumper. A placard holder or rigid plate to which the placard is mounted may be used for the bumper mounting. See sections applicable to the cargo tank for side and rear placard requirements.

C-3.2.1.8.2 Company Logo

Truck/tractor doors shall be marked with a permanently affixed company name or logo. The name or logo shall be applied in a professional manner, reflective of company pride and professionalism. Stenciled/spray painted logos or magnetic placards shall not be used.

C-3.2.1.9 Spill Remediation Kit

Each Contractor truck/tractor shall be equipped with a 10-gallon spill clean up/remediation kit that is protected from the elements but readily available to the vehicle operator.

C-3.2.2 Refuelers, General

Contractor provided refuelers (fuel-servicing trucks/trailers configured to issue filtered product, and defuel and filter product being returned to the cargo tank) shall meet the specifications outlined herein. The design and construction of new refuelers shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Refueler components shall be applied in accordance with the most current edition of [NFPA 407, Standards for Aircraft Fuel Servicing](#). Should a conflict between specifications arise, the more stringent requirement shall apply. Except for the PTO mounted hydraulic pump and the tractor to trailer electrical, air, and hydraulic lines, all components shall be contiguous to the cargo tank/frame (semi-trailers), or the entire prime mover/refueler shall be a cargo motor tank. A hydraulic cooling system, if installed, may be tractor or trailer mounted. Regardless of the refueler/truck configuration, all connections, i.e., recirculation, bottom loading, defuel stub, overfill protection devices, grounds, deadman controls, or otherwise shall be located on the left or drivers side of the vehicle.

NOTE

The Government reserves the right to designate the grade of product to be held in and dispensed from any or all Contractor fuel servicing vehicles. Reasonable costs associated with product changes directed by the Government will be borne by the Government.

C-3.2.2.1 Cargo Tank

All cargo tanks shall be constructed of aluminum or stainless steel. New tank construction shall conform to DOT 406 specifications as outlined in the [CFR Title 49, Transportation](#); however, used cargo tanks constructed to MC 306 specifications are acceptable. Unless specified otherwise, the provisions of [49 CFR 178](#) and the most current subpart applicable to specification DOT 406 or MC 306 apply. Furthermore, all referenced guidelines for the construction, use of materials, inspections, certifications, marking, and stamping of cargo tanks or components thereof, also apply. The cargo tank shall be one compartment with the appropriate baffles. Each baffle shall be open at the baffle/tank top to allow venting between all baffled areas at the 600 GPM fill rate. Openings at the baffle bottom/tank floor shall allow the flow of lading to the tank suction point at the 300 GPM issue rate. The entire tank shall drain completely to a low point. The tank shall be designed so that all portions are accessible for inspection, cleaning, and maintenance. Each cargo tank shall be marked with a specification and nameplate as outlined in [49 CFR 178](#). In addition, [49 CFR, Part 180, Subpart A, General, and Subpart E, Qualification and Maintenance of Cargo Tanks](#) shall apply.

NOTE

MC 302, 303, or 305 specification tanks will not be considered under this contract.

C-3.2.2.1.1 Cargo Tank Capacity

Cargo tanks provided shall have a **minimum capacity of 8000-gallons** plus the appropriate expansion space. Unless specified otherwise, cargo tanks shall be filled to capacity. Loading on any axle or set of axles shall not exceed the manufacturer's gross vehicle working rate (GVWR)/limitations. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code.

NOTE

All fuel servicing trucks and tractor/trailer combinations shall be filled to capacity with JP8 or a fluid of equivalent weight. Certified weight documents and manufacturer's documents regarding weight specifications, exceptions, or limitations of axles shall be presented at the time of the equipment inspection, [Section C-3.3.2](#).

C-3.2.2.1.2 Sacrificial Devices

As outlined in [49 CFR 178-345-8 and 346-8](#), any piping that extends beyond the accident damage protection must be equipped with an emergency stop valve and a sacrificial device such as a shear section. Shear sections shall conform to the specifications of TTMA RP 86-98 as tested in accordance with the procedures set forth in TTMA 84-98.

C-3.2.2.2 Tank Venting

In addition to pressure and vacuum devices required under specification MC 306 and DOT 406, the cargo tank shall be equipped with a positive venting system rated at the 600 GPM bottom loading flow rate. The system shall open automatically when the unit is set for the movement of product into or out of the cargo tank.

C-3.2.2.3 Overfill Protection

Each cargo tank shall be equipped with an overfill protection device, system or equipment compatible with that installed on the petroleum system (fillstands) to be used. As applicable, the refueler connection/receptacle mating with the fillstand cable/connector shall be firmly mounted near the bottom loading receptacle and may incorporate the anti-drive away feature required under [Section C-3.2.2.5.1](#). The cable/connector receptacle shall be painted green for easy identification. Any wiring between the receptacle and the tank probe shall be encased as required by [Section C-3.2.1.3](#). Any system installed/used shall be fully functional in the defuel mode. For probe type overfill protection systems, i.e., Sculley and OPW, a minimum of three portable devices, fully compatible with the tank mounted system connection, shall be furnished by the Contractor to be used for short term emergencies. If the contracted activity fillstand system is not equipped with an overfill protection device, system, or equipment, the Contractor shall provide fuel servicing trucks equipped with a overfill protection system that is integral to the cargo tank/refueler. That system shall stop the flow of product to the cargo tank completely at the designated full tank level.

C-3.2.2.4 Low Point Drain

The cargo tank shall be configured with an internal self-closing stop-valve at the lowest point(s) of the cargo tank to facilitate low point/complete draining of the tank. Alternatively, if the cargo tank discharge piping is the natural low point, a self-closing drain valve may be installed at the piping low point to facilitate low point/draining of the tank. Piping/tubing necessary to make the drain point readily accessible without having to crawling under any portion of the refueler shall be installed and terminate with an additional control valve. A cable/pull handle mechanism used to open the self-closing low point drain valve shall be installed and terminate at or near the low point drain and shall be clearly marked "LOW POINT DRAIN."

C-3.2.2.5 Piping

System piping shall be designed and installed to facilitate complete drainage of the cargo tank. Piping sections subjected to excessive movement during operation, shall be firmly mounted or braced, and fully protected by grommets where it passes through sheet metal, frames or bulkheads. The pump and bottom loading system piping shall be constructed of schedule 40 aluminum or schedule 5 stainless steel.

NOTE

Refuelers configured with permanently installed tank to tractor--tractor to tank product transfer or belly hoses will not be considered for use under this contract.

C-3.2.2.5.1 Bottom Loading

Cargo tanks shall be configured to bottom load at 600 GPM. The bottom loading system shall consist of a standard D-1 receptacle with dust cover and manual shutoff valve. An anti-drive away device/system, one that will prevent the movement of the unit as long as a nozzle is connected to the bottom loading receptacle, shall be incorporated in the bottom loading system.

In those states requiring them, a vapor recovery system shall be installed on refuelers dispensing volatile products, i.e., automotive and aviation gasoline.

C-3.2.2.5.2 Recirculation

A product recirculation system shall be provided for all hoses. Product shall be drawn from the main tank valve/suction point, circulated throughout the entire fuel system and hose(s) and returned to the tank at a separate tank fitting remote to the suction point, see NAVAIR 00-80T-109, Figure 11.5. The bottom loading system may serve as the recirculation point if the product return point to the cargo tank is remote to the pump suction point.

C-3.2.2.6 Defueling

Each refueler shall be capable of defueling at 50 GPM at ground level. The defuel connection shall consist of a one and one-half inch (1½”) quick disconnect adapter (male fitting) and dust cover, a control valve mounted at or near the defuel connection, and a line strainer. The strainer screen shall be readily removable for cleaning and inspection without interference with or removal of other components. Each refueler shall be configured so that all product defueled is filtered and passes through the relaxation chamber prior to returning to the cargo tank.

C-3.2.2.7 Pumping System

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump bypass/controls shall provide for a low flow rate, 0 to 100 GPM via overwing nozzle, and high flow, 0 to 300 GPM via the underwing (single point) nozzle. The pump system shall be adjustable so that fuel pressure measured at the underwing nozzle does not exceed 50 PSI at the 300 GPM during aircraft refueling. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level. All metals downstream of, and including the filter/separator, that are exposed to the fuel, shall be non-ferric or stainless steel material. Internally coated components are not acceptable.

C-3.2.2.7.1 Control

A calibrated pump pressure gauge, the differential gauges noted in [Section C-3.2.2.8.1](#), and a throttle control that remains in or can be locked in position shall be centrally mounted outside the truck cab so they can be read/operated from the operator position. The pressure gauge shall be marked to indicate maximum servicing/operating ranges.

C-3.2.2.7.2 Performance

Unless otherwise stated, refuelers shall be capable of dispensing product at 0 to 100 GPM through a 1½ inch by 50 foot hose and a 1½ inch overwing servicing nozzle and/or 0 to 300 GPM through a 2 inch by 50 foot servicing hose, dry breakaway coupler, 55 PSI hose end regulator, and an underwing (single point) servicing nozzle. Pumping systems, thus configured shall be capable of sustained flow at the rates noted until the cargo tank is empty.

C-3.2.2.7.3 Emergency Control

In addition to the main tank valve control mechanism, emergency shutdown devices shall be installed at the left front and right rear of the cargo tank. All control mechanisms shall be unobstructed, readily identifiable, and clearly marked EMERGENCY SHUTOFF and PUSH, PULL, CLOSE, or BREAK as appropriate in two inch white lettering on a red background. Systems equipped with break off type devices (those that release air pressure to shutdown the system) shall incorporate a system override to facilitate the emergency movement of equipment and a means of testing the system during daily equipment inspections. Fusible plugs or links incorporated into the emergency shutdown system shall not be painted.

C-3.2.2.8 Filter Separator

A three stage filter/separator configured with coalescer elements, separator elements, and fuel monitor elements equivalent to that covered under MIL-M-81380, and meeting American Petroleum Institute (API) Publication 1581, Group II, Class C standards (stamped in accordance with American Society of Mechanical Engineers (ASME) code and marking requirements) shall be installed on each refueler. The non-ferric or stainless steel filter/separator shall be rated at 300 GPM and configured with the appropriate air eliminator, pressure (thermal) relief system, a water slug control valve and test mechanism, a manual sump drain, differential pressure gauges, and a sample connection. The air eliminator and pressure relief valve shall be vented to the main tank via a common line and one-way check valve to prevent back flow to the filter vessel. The water slug control valve and sump float assembly shall stop/start the flow of product when the water within the filter/separator sump reaches a predetermined level. The control valve used in conjunction with the float assembly shall include provisions that will permit manual testing of the water slug control system. The filter/separator sump drain shall be equipped with a spring-loaded ball type drain valve that is normally in the closed position.

C-3.2.2.8.1 Differential Pressure

Three quality pressure differential gauges graduated in one (1) PSI increments shall be installed so that pressure losses across the filter elements, the monitors, and the entire filter/monitor system can be recorded separately. Each gauge shall be set, calibrated, or adjusted to read at least zero under normal pumping conditions when new filter/monitor elements are installed. The gauge(s) shall be mounted and labeled so as to be readily identifiable and easily monitored by the refueler operator.

C-3.2.2.9 Relaxation Chamber

Each refueler dispensing jet fuel shall be configured with a relaxation chamber, a baffled metal tank within the piping system downstream of the filter/monitor and sized to the rated pumping capacity of the refueler. The chamber shall retain fuel within the chamber/tank for 30 seconds after its passage through the filter/monitor system and assure the complete turnover of product. A low point drain valve, accessible to the unit operator without crawling under any part of the truck/trailer, and an air elimination valve/line that vents to the main tank via a one-way check valve shall be installed. The chamber shall be designed, constructed, tested, marked, and stamped in accordance with the American Society of Mechanical Engineers (ASME) code, ASME Boiler and Pressure Vessel Code, Section VIII, Division 1.

C-3.2.2.10 Meter

Refuelers shall be equipped with positive displacement, temperature-compensating meters. Meters shall have an accuracy of that stated in the National Institute of Standards and Technology (NIST) Handbook 44. Meters shall be capable of being adjusted while under pressure without leakage or loss of product. Adjustment sensitivity shall be sufficiently fine to permit calibration changes in conformance to the accuracy requirements set forth above. The Contractor shall calibrate or have calibrated by a certified agent each meter semi-annually, after maintenance/servicing, when suspected of being out of tolerance, or when the meter has been damaged. Wire/lead seals shall be affixed to and secure all calibration adjustment devices. The Contractor shall mark each meter to indicate the date of calibration, and shall establish a system of records to validate calibration date markings.

C-3.2.2.11 Emergency Dry Breakaway Coupler(s)

An emergency dry breakaway coupler (a piping to hose coupler that will break dry and allow the servicing unit unencumbered egress) should be installed on each underwing fuel servicing hose. It should be installed at the point where the hose attaches to refueling piping or hose reel.

C-3.2.2.12 Hoses

All fuel servicing hoses shall be [American Petroleum Institute \(API\) 1529, Grade 2, Type C](#) hoses marked accordingly. Unless otherwise specified, refuelers shall be configured with two hoses, a one and one-half inch by fifty foot (1½" X 50')

overwing hose and a two inch by fifty foot (2" X 50') underwing hose. Where hose lengths in excess of 50 feet are required, a threaded hose connector or dry break coupler may be used providing the connector/coupler will not come in contact with any portion of the aircraft during servicing operations. Hoses shall be free of internal/external electrical bond wires. One and one-half inch (1.5") hose, that generally used as a defuel hose, shall be of the hard helix or non-collapsible type. Where two hose assemblies are attached to a common outlet or source of product, each shall be controlled by a separate control valve. Filter and relaxation chamber vent hoses or tubing shall be compatible with the product being handled.

C-3.2.2.13 Hose Storage

Hose storage in the form of troughs, platforms, or hose reels shall be provided for all hoses. Hoses shall not be hung from the tank or frame. The hose storage arrangement shall be such that no sharp bends or kinks occur while hoses are stored. Hoses shall remain stowed when the vehicle is traveling over rough roads.

C-3.2.2.14 Hose-End Pressure Regulator

Refuelers shall be configured with a 55-PSI (maximum) hose-end pressure regulator attached to or as an integrated part of each underwing nozzle installed.

C-3.2.2.15 Nozzle(s)

Aircraft fuel servicing nozzles shall conform to the specifications listed herein. Depending on the type aircraft requiring service, three types of nozzles, the underwing or D-1 single point nozzle, the overwing or gravity nozzle, and/or the closed circuit refueling (CCR) nozzle shall be required or used. Unless stated otherwise, refuelers shall be configured with an underwing and overwing type nozzle.

C-3.2.2.15.1 Underwing Nozzle

Nozzle, Pressure Fuel Servicing, Locking, Type D-1, the underwing or single point nozzles, as specified by the most current edition of Military Specification MIL-N-5877 and produced by companies listed in the most recent Quality Products List QPL-5877-XX are approved for use under this contract. Each nozzle shall be connected to the issue hose by a dry break quick disconnect coupler, and shall be equipped with a screen of 60 mesh or finer which is readily accessible without the use of tools. Each nozzle shall have a dust cover that shall be in place when fuel is not being delivered.

C-3.2.2.15.2 Overwing Nozzle

An overwing nozzle of the non-automated, non-locking type commonly used to dispense aviation fuel to aircraft shall be provided. Each nozzle shall be attached to the issue hose by a dry break, quick disconnect coupler to provide for quick nozzle change and recirculation of product within the hose as outlined in [Section C-3.2.2.5.2](#). The nozzle shall be equipped with a 60 mesh or finer screen installed in the non-flexible nozzle tube/spout. Attachments shall include a dust cap that is held in place by wire and spring system, and a permanently attached flexible bonding wire with a ground clip conforming to MIL-C-83413/7B attached near the end, and terminating with a ground plug conforming to MIL-C-83413/4

C-3.2.2.15.3 Closed-Circuit Refueling (CCR) Nozzle

Closed-circuit refueling (CCR) nozzles not required under this contract.

C-3.2.2.16 Swivels and Hose Couplings

All swivels and couplings used within the fuel system shall be the greaseless type; however, a light, hand application of grease, non-soluble in petroleum, to bearing races and bearing surfaces, is acceptable. Old, once lubricated swivels on which the lubrication channel has been plugged shall not be used. Except as specifically noted herein, i.e., the defuel stub which shall be a quick disconnect adapter, hose couplings/connections shall be of the permanent, threaded type.

C-3.2.2.17 Deadman Controls

Refuelers shall be equipped with a hand held deadman control with sufficient connecting hose/cable installed in such a manner that it can be stored on a reel or removed and stowed when not in use. The deadman control shall be located/mounted at the unit control panel. In the underwing (single point) mode, release of the deadman control handle shall completely stop the flow of fuel within a 5 percent overshoot range (in time or gallons) of the rated capacity of the refueler, i.e., 300 GPM is equal to 15 gallons or 3 seconds. In the overwing and CCR mode, the overwing or CCR nozzle shall be considered the deadman control.

C-3.2.2.18 Static Bonding Cables

A static bonding cable shall be installed on a spring rewind reel with cable guide. The overall length of the static bonding cable shall be 50 feet or the length of the longest hose being used, whichever is greater. The cable shall be of stranded steel (galvanized or stainless) wire rope 3/32-inch in diameter coated to 3/32-inch diameter with a petroleum-resistant plastic containing light sensitive dye. The cable shall terminate with a plug, MIL-C-83413/4, and a heavy duty clip, MIL-C-83413/7B. Refuelers designated to "hot refuel" shall be equipped with two cable/reel assemblies.

C-3.2.2.19 Electrical Wiring and Lights

See [Section C-3.2.1.3](#).

C-3.2.2.20 Fire Extinguishers

Each refueler shall be equipped with at least two fire extinguishers, one on the left (drivers) side readily accessible to the operator at the refueler control panel, the other on the right rear of the unit. Each extinguisher shall have an ANSI rating of not less than 20-B. Halogen extinguishers shall not be used.

C-3.2.2.21 Fenders and Mudguards

Fenders/ mudguards shall be installed over the wheels of the trailer to fully protect the cargo tank, hoses and other equipment. Nonfunctional skirting and flashing are prohibited.

C-3.2.2.22 Tires

See [Section C-3.2.1.6](#)

C-3.2.2.23 Painting and Marking

See [Section C-3.2.1.8](#) and the following sub-paragraphs regarding the painting and markings of trailers/cargo tanks.

C-3.2.2.23.1 Alignment of Stencils

Reflective stencils as outlined in NAVFAC P-300, shall be applied and positioned in the precise manner. Cargo tank side stencils shall be proportionally placed along the horizontal centerline of the cargo tank beginning 12 inches from the front most bulkhead/tank weld and ending 12 inches from the rear most bulkhead/tank weld. Two line stencils, i.e., NO SMOKING over WITHIN 50 FEET, shall be centered vertically on the horizontal tank centerline. Rear tank stencils shall be centered on the vertical tank centerline. Stencils shall read left to right, top to bottom.

C-3.2.2.23.2 DOT Placards

DOT placards shall be placed on each side of the tank centered one inch below the FLAMMABLE stencil, and on the right quarter of the rear bumper. A placard holder or a rigid plate shall be used for the bumper mounted placard.

C-3.2.3 Defueler Truck, General

The Contractor shall provide defuel truck(s) (single compartment tank trucks configured to defuel, take on aviation fuel products generally returnable to stock) shall meet the following specifications ground fuels. Design and construction of new defuel trucks shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Components shall be applied in accordance with [NFPA 407, Standards for Aircraft Fuel Servicing](#), specifications. Should a conflict between specifications arise, the more stringent requirement shall apply.

C-3.2.3.1 Prime Mover (Truck Chassis)

Except as modified below, [Section C-3.2.1](#) and sub-sections thereto apply.

C-3.2.3.1.1 Tires

See [Section C-3.2.1.6](#).

C-3.2.3.1.2 Painting and Marking

See [Section C-3.2.1.8](#) and the sub-sections thereto.

C-3.2.3.2 Tank and Components

Except as modified by the following, [Section C-3.2.2](#) applies. Components not specifically addressed do not apply.

C-3.2.3.2.1 Cargo Tank(s)

See [Section C-3.2.2.1](#) and sub-sections thereto. Baffle openings (top vent/bottom flow) may be sized to 100 GPM. The cargo tank(s) shall have a **minimum capacity of 2,000 gallons** plus the appropriate expansion space.

C-3.2.3.2.2 Tank Venting

See [Section C-3.2.2.2](#); however, venting capacity may be reduced to 100 GPM.

C-3.2.3.2.3 Overfill Protection

See [Section C-3.2.2.3](#) as it may apply to a defuel truck.

C-3.2.3.2.4 Low Point Drain(s)

See [Section C-3.2.2.4](#).

C-3.2.3.2.5 Piping

See [Section C-3.2.2.5](#) and sub-sections thereto; however, flow rates may be restricted to 100 GPM.

C-3.2.3.2.6 Bottom Loading Connection(s)

Defuel trucks shall be equipped/configured for bottom loading at a minimum of **100 GPM**. Jet fuels shall be loaded through a two and one-half inch (2 1/2") single point pressure fuel-servicing adapter.

C-3.2.3.2.7 Defueling

Defuel truck(s) shall be capable of defueling at 0 to 100 GPM. Product shall re-enter the tank via the piping system, not the tank top manhole. The defuel connection shall be a one and one-half inch (1 1/2") quick disconnect adapter with dust cover and a control valve mounted at or near the defuel connection. A line strainer, readily removable for cleaning and inspection without interference with or removal of other components, shall be mounted at or near the control valve.

C-3.2.3.2.8 Pumping System(s)

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump controls shall provide a flow/defuel rate, 0 to 100 GPM. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level.

C-3.2.3.2.8.1 Control

A pump pressure/vacuum gauge and an adjustable locking throttle control shall be centrally mounted outside the truck cab so they can be read/operated from the outside operator position. The pressure/vacuum gauge shall be marked to indicate maximum servicing/operating ranges.

C-3.2.3.2.8.2 Performance

Unless otherwise stated, defuel trucks shall be capable of defueling at a rate of 0 to 100 GPM through a one and one half (1½") by fifty foot (50') hose. Systems thus configured shall be capable of sustained defuel rates noted until the cargo tank is full, at the overfill alarm.

C-3.2.3.2.8.3 Emergency Controls

See [Section C-3.2.2.7.3](#).

C-3.2.3.2.9 Meter(s)

See Section [C-3.2.2.10](#); however, non-compensated, positive displacement meter(s) with a gallon register shall be installed.

C-3.2.3.2.10 Hose(s)

Fifty-foot by one and one half inch (50' X 1½") commercial non-collapsible fuel hoses compatible with the specific grade of fuel to be handled shall be provided.

C-3.2.3.2.11 Hose Storage

See [Section 3.2.2.13](#).

C-3.2.3.2.12 Nozzle(s)

Nozzle, Pressure Fuel Servicing, Locking, Type D-1, an under-wing or single point nozzles, as specified by the most current edition of Military Specification MIL-N-5877 and produced by companies listed in the most recent Quality Products List QPL-5877-XX are approved for use under this contract

C-3.2.3.2.13 Swivels and Hose Couplings

See [Section C-3.2.2.16](#).

C-3.2.3.2.14 Electrical Wiring and Lights

See [Section C-3.2.1.3](#).

C-3.2.3.2.15 Fire Extinguishers

See [Section C-3.2.2.20](#).

C-3.2.3.2.16 Fenders and Mudguards

See [Section C-3.2.2.21](#).

C-3.2.3.2.17 Painting and Marking

See [Section C-3.2.2.23](#) and sub-sections thereto; however, smaller stencils, 4 inch on 6 inch versus 6 inch on 8 inch stencils, may be used to mark smaller defuel trucks.

C-3.2.4 Ground Fuel Trucks

The Contractor shall provide ground fuel delivery trucks (single or multiple compartment tank trucks capable of issuing and defueling ground fuels). Design and construction of new ground fuel trucks shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Components shall be applied in accordance with [NFPA 385, Standard for Tank Vehicles for Flammable and Combustible Liquids](#), specifications. Should a conflict between specifications arise, the more stringent requirement shall apply.

C-3.2.4.1 Prime Mover (Truck Chassis)

Except as modified below, [Section C-3.2.1](#) and sub-sections thereto apply.

C-3.2.4.1.1 Tires

See [Section C-3.2.1.6](#).

C-3.2.4.1.2 Painting and Marking

See [Section C-3.2.1.8](#) and the sub-sections thereto.

C-3.2.4.2 Tank and Components

Except as modified by the following, [Section C-3.2.2](#) applies. Components not specifically addressed do not apply.

C-3.2.4.2.1 Cargo Tank(s)

See [Section C-3.2.2.1](#) and sub-sections thereto. Baffle openings (top vent/bottom flow) may be sized to 100 GPM. The cargo tank(s) may be dual product having a **minimum capacity of 1,000 (MUR) and 1,000 gallons (LS2)** plus the appropriate expansion space, or single product tank trucks of equal or greater capacity. See [NFPA 385-90](#) regarding dual product tank separation. Unless specified otherwise, all cargo tanks shall normally be filled to capacity.

C-3.2.4.2.2 Tank Venting

See [Section C-3.2.2.2](#); however, venting capacity may be reduced to the equivalent of 100 GPM.

C-3.2.4.2.3 Overfill Protection

See [Section C-3.2.2.3](#).

C-3.2.4.2.4 Low Point Drain(s)

See [Section C-3.2.2.4](#).

C-3.2.4.2.5 Piping

See [Section C-3.2.2.5](#). For ground fuel trucks, system piping may be configured so that product is drawn from (issue) and returned to (fill or defuel) a common point, i.e., the same tank sump valve.

C-3.2.4.2.6 Bottom Loading Connection(s)

Ground fuel delivery trucks shall be equipped/configured for bottom loading at a minimum of 100 GPM. The type bottom-loading adapter will be determined by the grade or class of products to be loaded. Jet fuels used in lieu of diesel fuel shall be loaded through a two and one-half inch (2 1/2") single point pressure fuel-servicing adapter. Diesel fuel and gasoline shall be loaded through a dry disconnect adapter assembly (OPW CIVACON KAMVALOK® for example); two inch (2") for diesel fuel or one and one-half inch (1 1/2") for gasoline. Dust caps/covers shall be provided for all systems. As requiring by specific states, vapor recovery systems shall be provided.

NOTE

NFPA 385-90, Section 6-2.12 and all reference to "top-loading" of ground fuel trucks shall be disregarded. Only bottom loading of fuel trucks is authorized.

C-3.2.4.2.7 Defueling

Ground fuel delivery trucks shall be capable of defueling the product(s) dispensed at a minimum of 25 GPM. Product shall re-enter the tank via the piping system, not the tank top manhole. The defuel connection shall be a one and one-half inch (1 1/2") quick disconnect adapter and dust cover and a control valve mounted at or near the defuel connection for jet fuel or a dry disconnect adapter assemblies as noted in Section C-3.2.3.2.6 for diesel fuel and gasoline. A line strainer, the screen of which shall be readily removable for cleaning and inspection without interference with or removal of other components, shall be mounted at the control valve/dry disconnect adapter.

C-3.2.4.2.8 Pumping System(s)

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump bypass/controls shall provide a flow rate, 0 to 25 GPM via an non-automatic overwing or service station type nozzle. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level.

C-3.2.4.2.8.1 Control

A pump pressure gauge and an adjustable locking throttle control shall be centrally mounted outside the truck cab so they can be read/operated from the outside operator position. The pressure gauge shall be marked to indicate maximum servicing/operating ranges.

C-3.2.4.2.8.2 Performance

Unless otherwise stated, ground fuel trucks shall be capable of dispensing product at 0 to 25 GPM through a fifty foot (50') hose and overwing or service station type nozzle. Pumping systems, thus configured shall be capable of sustained flow at the rates noted until the cargo tank is empty.

C-3.2.4.2.8.3 Emergency Control

See [Section C-3.2.2.7.3](#).

C-3.2.4.2.9 Meter(s)

See Section [C-3.2.2.10](#); however, non-compensated, positive displacement meter(s) with gallon and one-tenth gallon registers shall be installed for each product dispensed.

C-3.2.4.2.10 Hose(s)

Fifty-foot (50') commercial fuel hoses sized to and compatible with the specific grades of fuel to be handled shall be provided.

C-3.2.4.2.11 Hose Storage

See [Section C-3.2.2.13](#).

C-3.2.4.2.12 Nozzle(s)

Commercial overwing or service station type fuel nozzle sized to and compatible with the specific fuel to be dispensed shall be provided.

C-3.2.4.2.13 Swivels and Hose Couplings

See [Section C-3.2.2.16](#).

C-3.2.4.2.14 Electrical Wiring and Lights

See [Section C-3.2.1.3](#).

C-3.2.4.2.15 Fire Extinguishers

See [Section C-3.2.2.20](#).

C-3.2.4.2.16 Fenders and Mudguards

See [Section C-3.2.2.21](#).

C-3.2.4.2.17 Painting and Marking

See [Section C-3.2.2.23](#) and sub-sections thereto; however, smaller stencils, 4 inch on 6 inch versus 6 inch on 8 inch stencils, may be used to mark smaller ground fuel trucks.

C-3.2.5 Used Oil (Fuel) Truck(s)

Not applicable as used oil is not collected/handled by the contractor.

C-3.2.6 Utility Vehicles

Utility vehicle(s), pickup or van type vehicles as may be provided and used by Contractor management, maintenance, or other personnel within the Contractor organization shall be new at the start of the contract and replaced with a new one(s) every 4 years. Utility vehicles may be painted commercial colors but shall be marked in accordance with [Section C-3.2.1.8.2](#) and shall be reflective of the pride and professionalism of the Contractor. Each Contractor furnished utility vehicle shall be equipped with a 10-gallon spill clean up/redemption kit that is readily available to the vehicle operator.

C-3.2.7 Mobile/Prefabricated Building(s)

Requirements for contractor furnished buildings or work areas will be submitted as a task order as outlined under Section 4.0, Logistics Support, and Cost Reimbursable.

C-3.3 Records, Inspections and Disposition of Property

The Contractor shall maintain records, submit to inspections, and dispose of property as follows:

C-3.3.1 Records

The Contractor shall keep maintenance records on all fuel servicing equipment provided. Such records shall contain a complete description, of the truck, tractor, and cargo tank provided, and a copy of cargo tank certification and any

applicable inspection documents as may be required by federal, state, and local vehicle code. A complete maintenance history relevant to the Contractor's possession of the vehicle shall also be provided. All records shall be available to the Government for the duration of the contract.

C-3.3.2 Inspections

As outlined in Section E, Clause E29, four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies and goods specified herein available on-site for inspection by the Government. The expense of making such property available for inspection shall be borne by the Contractor. A vehicle identification worksheet, Appendix X, shall be completed for each vehicle provided. Copies of the worksheets shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

An incumbent shall be capable of emptying, gas freeing and disassembling selected equipment/components on request.

First time Contractors shall have all fuel delivery vehicles gas-freed for inspection and shall be capable of disassembling much equipment or components thereof, on request.

Property deemed unacceptable by the Government shall be repaired, modified as required to meet specifications, or replaced at the Contractor's expense prior to commencement of the contract or on a date mutually agreed to and documented by the COR, NAVPETOFF and DESC within the post award inspection report. Failure by the Contractor to make remedy by the established dates shall result in a formal cure notice. Failure to meet dates established by the cure notice shall constitute grounds for termination/default.

C-3.3.3 Disposition of Property

Contractor furnished property identified herein shall be used solely in the performance of the work defined in Section C-2.0. Vehicles and property removed prior to the completion of the contract, removed because it is not capable of performing its designated function, or becomes of safety/fire hazards, shall be removed and replaced at the Contractor's expense. In any case, the lack of serviceable vehicles shall not excuse the Contractor from performing the tasks defined in Section C-2.0. The Contractor shall not store equipment in excess of the contract requirements on Government property. On termination of the contract, all equipment shall be removed from Government property within 30 days. Thereafter, the Contractor shall be charged the prevailing commercial storage rate for each piece of equipment kept on Government property.

C-3.4 Other Equipment and Supplies

The following classes of supplies, materials, and services shall be provided by the Contractor. The Contractor shall adhere to all Federal, state, and local laws, rules, code, and regulations applicable to the purchase, transport, use, storage, and disposition of any hazardous materials that may be required to fulfill the conditions of this contract. The contractor is not authorized to purchase equipment or supplies through the Navy Supply System.

Radios: See Appendix B, Government Furnished Equipment, Supplies, and Services.

Telephone Services: The Contractor shall provide all commercial telephone services (voice, facsimile, or data,) and equipment required and necessary to conduct company business. See [Appendix B](#) regarding Government-furnished telephones services.

First-Aid Supplies and Equipment: The Contractor shall provide a two-person first aid kit for each manned work center, i.e., refueling, storage, direct fuel servicing, etc. Collocated work centers, storage and the laboratory for instance, will be required to have only a single first aid kit.

Administrative Supplies and Equipment: The Contractor shall provide all administrative supplies and equipment necessary and required to undertake the administrative and records keeping functions relevant to the contract. The

Contractor shall not use Government office equipment, i.e., computers and copy machines, not specifically provided for under the terms of the contract.

Janitorial/Housekeeping Supplies, Equipment, and Services: The Contractor shall provide all janitorial and housekeeping equipment and supplies, to include restroom supplies, necessary and required to maintain the cleanliness and sanitation of building and facilities used and occupied by contract personnel. Janitorial services may be sub-contracted.

Tools: The Contractor shall ensure all hand/power tools, test/measurement/calibration devices, and powered/non-powered equipment required and necessary to inspect, test, calibrate, maintain, and repair Contractor furnished vehicles and components thereof are provided. The Contractor shall also ensure that tools needed to maintain Government facilities and equipment to the extent required herein are provided.

Spares for Contractor Furnished Equipment: The Contractor shall provide all spares, replacement parts, and components required and necessary to maintain and repair Contractor furnished vehicles and equipment.

Spares for Government Furnished Equipment: The Contractor shall provide spares, replacement parts, and components that are readily removable and replaceable using common hand tools. Such items shall include, but are not necessarily limited to, suction and discharge hoses and the fitting/couplers necessary to mount them, quick disconnect and dry break couplers, hose end pressure regulators, emergency dry break away couplers, nozzles, strainers of all type, swivels, gauges, miscellaneous small valves (less than 1.5”), thermal/pressure relief valves, ground reels, and other small commonly used parts. The Contractor shall also furnish all filters, monitors, and separator elements and the spacers, bushing, O-rings, and gaskets, and other small parts incidental to filter/monitor changes. All items and materials furnished shall meet or exceed DOD or commercial item standards.

Like items listed in [Appendix A](#) represent in-place assets at contract start up. The condition of these assets shall be determined and documented during the system inspection outlined in [Section C-1.5](#), Contract Turnover. As noted above, all such items shall be replaced by the Contractor as required over the course of the contract.

Consumables, Maintenance: The Contractor shall provide all consumable supplies and materials, i.e., lubricants, solvents, sealants and sealant tape, primer, paints and brushes, small bulk packaged nuts, bolts, and screws, ground wire, clips and plugs, and other items commonly used to clean, coat, preserve, lubricate, mark, seal, and secure equipment and components.

Consumables, Laboratory: Except for the items listed in [Appendix B](#), the Contractor shall provide all consumable laboratory supplies. Items such as Millipore filters, water detector standards and pads, Mason jars, sample bottles, solvents and dispensers, common glassware, hydrometers, laboratory cleaning compounds, and other commonly used supplies needed to operate, maintain, and administer a fuel laboratory shall be provided. Government owned consumables on hand at the start of the contract will be inventoried and equivalent items shall be provided by the Contractor at termination of the contract.

Consumables, Spill Remediation Kits: The Contractor shall provide replacement components and supplies for Government furnished spill remediation kits.

C-3.5 Uniforms

All contract personnel, including site managers, shall wear a distinctive company uniform in performance of their duties. Pursuant to US Department of Labor wage determinations, the Contractor shall provide seasonal uniforms consisting of a shirt and pants or coveralls, a matching seasonal jacket/coat, and a matching baseball type cap (not to be worn on the flightline). Except for distinctive management dress shirts, all contract personnel shall be provided and wear the same type, style, and design of uniform. All shirts, coveralls, jackets, coats, and caps shall be emblazoned with a readily identifiable company name or logo. Laundry services or compensation for such services shall also be provided. Uniforms shall be of a material compatible with fuel and cryogenics handling operations. Static producing synthetic materials such as nylon, polyester, Dacron, rayon and banlon, or blends thereof, and silks, shall not be provided or worn as a uniform.

The Contractor shall provide all personnel safety equipment including safety shoes, safety glasses, sound suppression devices, and gloves. If applicable, other identifiable special safety equipment for specific operation, i.e., cranial protection, fire retardant overalls, and test equipment for the monitoring of oxygen deficient or explosive atmospheres in confined spaces shall also be provided.

C-4.0 LOGISTICS SUPPORT, COST REIMBURSABLE

C-4.1 General

The Contractor shall provide all supplies, materials, equipment, and emergency services not specified elsewhere within this contract or as directed by the COR. However; the Government reserves the right to accomplish any and all maintenance beyond preventive and operator maintenance using government assets, labor, or other contracts. Furthermore, the Government reserves the right to purchase any supplies, materials, and equipment described herein when the Contracting Officer determines it is in the best interest of the Government.

Reimbursement under [Section C-4.2](#), Equipment, Supplies, and Services, Requiring a Task Order, shall be for the prime Contractor's allowable, allocable, and reasonable direct cost of any subcontracts for furnishing such equipment, supplies, and services as specified.

Reimbursement under [Section C-4.3](#), Augmentation, shall be for allowable, allocable, and reasonable directed labor costs plus fringe benefits and payroll taxes of the prime Contractor's regular employees. Allowable, allocable, and reasonable cost will be reimbursed pursuant to applicable FAR clauses.

The Contractor shall not be reimbursed under either section for the cost of labor associated with the use of its employees during normal work hours in the performance of any task listed herein. Nor will the Contractor be reimbursed for equipment costs using Government or Contractor-furnished equipment in the performance of any task listed herein.

The Contractor shall ensure that the costs for preventive and operator maintenance are included in the appropriate CLIN on a firm-fixed price basis. The Contractor shall ensure that any associated indirect/overhead cost, if any, related to the performance of tasks under [Sections C-4.2](#) and [C-4.3](#) (except as otherwise specified hereinafter) are also included in the appropriate CLIN on a firm fixed price basis. Those associated costs shall include, but may not necessarily be limited to, the costs of office supplies, salary for a purchasing agent considered necessary by the Contractor, and other indirect/overhead costs considered a part of operating the fuel system. Therefore, any reference to reimbursement for indirect/overhead costs is not applicable to the reimbursement of costs of the prime Contractor under this contract. In addition, [Sections C-4.2](#) and [C-4.3](#) shall be non-fee bearing. Therefore, references to reimbursement for fixed fee are not applicable to the reimbursement of costs of the prime Contractor under this contract. The Contractor shall provide the following:

C-4.2 Services Requiring a Task Order

C-4.2.1 Contractor Purchasing System.

The Contractor shall establish and maintain a purchasing system acceptable to the Government. The Contractor shall comply with the following minimum requirements:

The Contractor shall prepare a Standard Operating Procedure (SOP) regarding the Contractor's purchasing policies and procedures. The SOP should include, but will not necessarily be limited to, policies and procedures on emergency purchases, subcontracts, termination of contracts, source selections, contract administration, and the maintenance of purchasing records and files. The Contractor shall submit a draft of the SOP to the DESC Contracting Officer, DESC-FPB, to arrive no later than 45 days prior to the contract start date. On review and acceptance, a copy shall be provided to the COR. Thereafter, the Contractor shall adhere to established procedures for the duration of the contract.

The Contractor shall purchase materials and services only from those companies qualified and normally engage in the type of repairs required or those that provide or manufacture the materials needed.

Except for procurements of \$2,500 or less, a minimum of three quotes (verbal or written) shall be obtained. The award shall be to the lowest, responsible, responsive bidder. Regardless of dollar value or urgency, the Contractor shall withhold award until it has determined that the price is fair and reasonable. Documentation regarding this determination shall be included in the task order file.

The Contractor shall procure materials and services at the most advantageous prices with due regard for prompt delivery, credits, and other benefits. The Contractor shall take all actions necessary to obtain applicable tax exemptions, reductions, and refunds. Reimbursement shall be for net cost after taking discounts, rebates, allowances, credits, tax exemptions, reductions and refunds and other benefits, any or all of which shall be fully documented.

C-4.2.2 Maintenance and Repair by Task Order

The Contractor may be directed by the COR to provide or may report to the Government the need for maintenance and repair services beyond the scope of preventive and operator maintenance outlined herein. On notification of a requirement to perform a specific maintenance task or reporting such a requirement to the Government and being directed to perform, the Contractor shall:

Provide a complete written description of the deficiency or the nature of the wear, breakage, or damage to the system needing repairs. This document should include a description of the system requiring maintenance or repairs, the specific components needing repair, replacement, or adjustment, and a preliminary list of parts and materials required.

Determine whether the work will be accomplished in house (by the Contractor) or be subcontracted.

If the work is to be accomplished in house, provide a complete list of parts, components, materials, and equipment not provided under the contract, the source of supply, and an itemized cost breakdown to include labor, if applicable or allowed. Also establish a performance period or get well date.

If to be accomplished by subcontract, provide the cost estimates as outline in [Section C-4.2.1](#) above. As with an in house estimate, all subcontractor estimates shall include a complete list of parts, components, materials, equipment, and labor, and an itemized cost breakdown thereof. Any subcontract should also establish the performance period or get well date.

The Government will determine the availability of and provide funding.

Given the approval to proceed, the Government will provide a written task order. The Contractor shall take no action to perform maintenance or repairs until such time a written task order has been provided by the COR.

C-4.3 Augmentation

Augmentation is defined as compensation for specified work outside normal working hour outlined in [Figure 1](#) for which drivers and system operators are retained beyond normal duty hours or called to duty to supplement the normal workforce.

NAS Fallon Fuels Division Operations Manual (NASFINST 11162.1D) specifies the person(s), position, or office authorized to approve augmentation and the means by which the approval will be documented. Except as provided herein, all augmentation shall be approved prior to retaining employees or calling additional personnel to work. All invoices for augmentation shall be supported by copies of the augmentation approval form/log, the dispatch log validating the circumstances for augmentation, and the individual(s) time card that shows the hours worked. Extended hours for personnel such as mechanics, accountants, and administrative personnel do not qualify as augmentation. Failure to relieve personnel at the end of a normal shift for which there are available oncoming personnel or because scheduled personnel fail to show shall not be considered augmentation time. Furthermore, the recall or retention of personnel with specially licenses, i.e., a CDL holder, to undertake an infrequent but contracted function shall not constitute augmentation.

Augmentation will be granted under the following conditions. Each paragraph is coded (A) to indicate automatic approval within the parameters defined or (P) to indicated pre-approval is required.

No Oncoming Relief (A). For any aircraft fuel servicing operation in progress, e.g., nozzle connected and fuel flowing, at the end of normal operating hours for which there is no oncoming/relief shift. Subsequent servicing requests, any beyond that in progress, shall be approved as outlined in Section C-4.3 above.

Continuous Receipt (P). For continuous receipt operations that will extend beyond the operating hours defined in Figure 1.

Mutual Agreement (P). As mutually agreed to by the Contractor and the approving authority to provide services during unscheduled weekend operations such as make up flight schedules. The specific hours of planned augmentation and manning levels shall be documented as noted above.

Emergency (P). When authorized by the designated authority to handle emergency fuel servicing requirements, a downed aircraft recovery for instance. The circumstances shall be fully documented.

Time Worked. Unless local policy or union agreements dictate otherwise, compensation shall be paid for the actual hours worked plus reasonable travel time for individuals called to duty.

Appendix A: Government Furnished Facilities

GOVERNMENT FACILITIES: The following is a list of Government facilities and components thereof that will be put under the care and control of the Contractor. It includes items that must be monitored, inspected, or require preventive maintenance as specified throughout this PWS. It is an approximate list to be validated and updated as outline in [Section C-2.17](#).

0	NAS Fallon/Kinder Morgan Pipeline Interface	
	Strainer, Dual Basket, Baily 6"	1
	Valve, Ball, 6"	5
	Meter, Temperature Compensated, Smith Meter	1
	Tokheim Digital Register	1
	Valve, Lubricated Plug, Wedgeplug 6"	1
	Valve, Check, 6"	1
()	Sea Van, 40' (Spill Materials)	1
204B	Tank #1, Underground Steel, 586,805 Gallon, JP8 (OUT-OF-SERVICE)	
204A	Tank #2, Underground Steel, 586,805 Gallon, JP8	1
	Pump, Deep Well Turbine, Floway 300 GPM	1
	Pump Motor, Holloshaft, 30 HP	1
	Pump, Deep Well Turbine, Wintroath 50 GPM	1
	Pump Motor, US Motor, 5 HP	1
	Valve, Flow Control, Clayton Valve 6"	1
	Valve, Gate, Rising Stem, Pacific Steel 6" with Limitorque Motor Drive	1
	Valve, Gate, Rising Stem, Pacific Steel 6"	1
	Valve, Gate, Rising Stem, Pacific Steel 4"	2
	Valve, Gate, Rising Stem, Pacific Steel 3"	2
	Valve, Check, 6"	1
	Valve, Check, 3"	1
	Gauge, Pressure, 0-300 PSI	2
	Tank Gauge, Tape Type, Sands & Jurs	2
	Pit Vent Fans	3
204C	Tank #3, Underground Steel, 586,805 Gallon, JP8 (OUT-OF-SERVICE)	
()	Truck Receipt Header, Tank #2	
	Strainer, Basket, 4" Inlet/Outlet	2
	Valve, Ball, 4"	2
	Quick Disconnect Coupler Half with Duct Cover, 4"	2

()	Stripping Filter, Tank #2	
	Filter Separator, Bowser, 600 GPM	1
	Gauge, Differential Pressure, 0-160 PSI	1
	Valve, Pressure/Thermal Relief	1
	Valve, LP, Rockwell 4"	1
	Valve, Gate, 3"	1
	Valve, Gate, 2"	1
	Adapter, Single Point with Dust Cover	1
()	JP8 Transfer Facility	
	Filter Separator, Keene, 450-750 GPM	1
	Gauge, Differential Pressure, 0-200 PSI	1
	Valve, Pressure/Thermal Relief	!
	Valve, Ball, 6"	5
	Valve, Pressure/Flow Control, CLA-VAL 6"	1
	Strainer, Basket, 6" Inlet/Outlet	1
	Gauge, Pressure, 0-300 PSI	1
	Valve, Gate, Rising Stem, 6"	3
	Valve, Ball, 2"	1
255	Tank #5, Aboveground, Vertical Cone Roof, 1,100,000 Gallon, JP8	1
	Valve, Gate, Rising Stem, Walworth 12"	1
	Valve, Gate, Rising Stem, Walworth, 8"	1
	Valve, Gate, Rising Stem, Walworth, 3"	2
	Tank Gauge, Tape Type, Varec	1
()	Tank Farm Compound Oil Water Separator System/Tank (Maintained by PW)	1
355	Tank #4, Aboveground, Vertical Cone Roof, 651,000 Gallon, JP8	1
	Pump, Centrifugal, Floway 300 GPM	1
	Pump Motor, US Electric, 30 HP	1
	Valve, P, Wedgeplug 6"	1
	Valve, Check, 6"	1
	Valve, Pressure/Thermal Relief	1
	Gauge, Pressure, 0-200 PSI	1
	Valve, Gate, Rising Stem, Walworth 12"	1
	Valve, Gate, Rising Stem, Walworth, 8"	1
	Valve, Gate, Rising Stem, Walworth 8" with Limitroque Motor Drive	1
	Valve, Ball, 12"	1
	Valve, Gate, Rising Stem, Crane 3"	1
	Valve, Gate, Rising Stem, 1"	2
	Valve, Pressure/Thermal Relief	1
	Gauge, Temperature, -20 to 120	1
	Tank Gauge, Tape Type, Varec	1

()	Issue Manifold	
	Filter Separator, Gil, 600 GPM	2
	Valve, Pressure/Flow Control, CLA-VAL 6"	2
	Gauge, Differential Pressure, 0-24.5 PSI	2
	Valve, Pressure/Thermal Relief	2
	Valve, Ball, 1.5"	2
	Valve, Check, 2.5"	1
	Valve, Ball, 8"	1
	Valve, Ball, 6"	13
	Valve, Ball, 6" with Limitroque Motor Drive	2
	Valve, Ball, 4"	5
	Valve, Ball, 2"	7
	Valve, Gate, Rising Stem, 1.5"	1
	Valve, Butterfly, 8" with EMI Motor Drive	1
	Valve, Pressure/Flow Control, OCV 3"	2
	Valve, Pressure/Flow Control, OCV 4"	3
	Gauge, Pressure, 0-100 PSI	2
	Gauge, Pressure, 0-150 PSI	1
	Gauge, Pressure, 0-200 PSI	1
	Gauge, Pressure, 0-160 PSI	3
	Gauge, Pressure, 0-300 PSI	3
	Gauge, Flow, 0-2400 GPM	1
	Strainer, Y, Muller 4"	1
	Pump, Centrifugal, Union, 425 GPM	1
	Pump Motor, Reliance, 40 HP	1
	Pump, Centrifugal, Union, 300 GPM	2
	Pump Motor, US Electric, 75 HP	1
	Pump Motor, Marathon, 75 HP	2
	Pump, Centrifugal, Mel Pro, 600 GPM	2
	Pump, Centrifugal, Dean, 600 GPM	1
261	Hot Pit Control Center (Computer, Alarms and Controls) ²	100
()	Hot Pit Filter Manifold	
	Filter Separator, Gil, 600 GPM	3
	Gauge, Differential Pressure, 0-24.5 PSI	3
	Valve, Pressure/Thermal Relief	3
	Filter Separator, M. E. Industries, 600 GPM	1
	Gauge, Differential Pressure, Gammon	1
	Valve, Pressure/Thermal Relief	1
	Monitor, Gil, 600 GPM	3
	Gauge, Differential Pressure, 0-20 PSI	3
	Valve, Pressure/Thermal Relief	3
	Monitor, M. E. Industries, 600 GPM	1
	Gauge, Differential Pressure, Gammon	1

()	Hot Pit Filter Manifold con't	
	Valve, Pressure/Thermal Relief	1
	Valve, Pressure/Flow Control, CLA-VAL 6"	4
	Valve, Ball, 6"	8
	Gauge, Pressure, 0-160 PSI	2
()	Hot Pit System, Pits 1 through 8	
	Pantograph, Two (2) Section, 40'	8
	Hose, 3" X 10'	8
	Coupler, Dry Break	8
	Hose End Pressure Regulator, Carter, 55 PSI	8
	Nozzle, Clayton Valve (Pit 1), Carter 64349H (Pit 2-8)	8
	Valve, Flow/Pressure Control, CLA-VAL 3" with Deadman Control	8
	Meter, Temperature Compensated, Smith Meter with Tokheim Digital Register	8
	Valve, Ball, 4"	24
	Valve, Ball, 3"	8
	Valve, Check, 3"	8
	Valve, Pressure/Thermal Relief	8
	Gauge, Pressure, 0-160 PSI	16
	Eye Wash Station	8
()	Hot Pit System, Pits 2A, 4A, and 6A	
	Pantograph, Two (2) Section, 30'	3
	Hose, 2.5" X 12'	3
	Coupler, Dry Break	3
	Hose End Pressure Regulator, Carter, 55 PSI	3
	Nozzle, Carter 64349H	3
	Valve, Ball, PBV 3"	3
()	Hot Pit System, Surge System	
	Surge Suppressor, 250 PSI	1
	Valve, Ball, 6"	2
	Gauge, Pressure, 0-160 PSI	2
()	Hot Pit System, Return Manifold	
	Valve, Flow/Pressure Control, CLA-VAL 6"	1
	Gauge, Pressure, 0-160 PSI	1
()	Hot Pit System, Oil/Water Separator System (Maintained by PW)	1
()	Hot Pit System, Pit 9	
	Pantograph, Two (2) Section, 30'	1
	Hose, 3" X 10'	1
	Coupler, Dry Break	1
	Hose End Pressure Regulator, Carter, 55 PSI	1
	Nozzle, Carter 64349H	1
	Valve, Flow/Pressure Control, CLA-VAL 3"	1
	Valve, Flow/Pressure Control, CLA-VAL 1.5" with Deadman Control	1
	Meter, Temperature Compensated, Smith Meter with Tokheim Digital Register	1
	Valve, Butterfly, 3' (Spring loaded with fusible link)	1

()	Hot Pit System, Pit 9, con't	
	Valve, Check, 3'	1
	Valve, Pressure/Thermal Relief	4
	Gauge, Pressure, 0-160 PSI	1
	Gauge, Pressure, 0-200 PSI	1
()	JP8 Fillstand, Two (2) Island, Canopy Covered	1
	Filter Separator, Bowser, 300 GPM	4
	Valve, Pressure/Thermal Relief	4
	Gauge, Pressure, 0-160 PSI	2
	Gauge, Pressure, 0-200 PSI	2
	Monitor, Bendix, 300 GPM	4
	Gauge, Pressure, 0-160	4
	Meter, Broodie, Temperature Compensated	4
	Valve, Gate, Rising Stem, 3"	4
	Valve, Gate, Rising Stem, Crane 6"	6
	Valve, LP, Rockwell 4"	4
	Valve, Flow/Pressure Control, CLA-VAL 4"	4
	Hose, 3" X 10'	4
	Coupler, Dry Break	4
	Nozzle, Carter 6902	4
	Strainer, Basket, 4" Inlet/Outlet	4
100	Tank #8, Aboveground Horizontal Cylindrical, 7072 Gallon, LS2	1
	Pump, Centrifugal, 50 GPM	1
	Pump Motor, 5 HP	1
	Meter, Veeter Root	1
	Valve, Gate, 1.5"	2
	Quick Disconnect Adapter with Dust Cover	1
	Valve, Ball, 1.5"	3
	Valve, Check, 1.5"	1
	Hose 1.5" X 10'	1
	Nozzle, Carter 6902	1
	Valve, Ball, .75"	1
	Valve, Ball, .75"	1
	Hose .75" X 10'	1
	Nozzle, OPW Service Station Type	1
100	Tank #9, Aboveground Horizontal Cylindrical, 8251 Gallon, MUR	1
	Pump, Centrifugal, Gormann Rupp, 50 GPM	1
	Pump Motor, 5 HP	1
	Meter, Broodie	1
	Valve, Ball, 3"	1
	Valve, Ball, 1.5"	2
	Valve, Gate, 1.5"	1
	Valve, Ball, 1.5"	1
	Valve, Lubricated Plug, 2.5"	1
	Hose 1.5" X 10'	1
	Nozzle, Carter 6902	1

()	Tank #10, Aboveground Horizontal Cylindrical, 4259 Gallon, MUR	1
	Quick Disconnect Adapter with Dust Cover	1
	Valve, Ball, 1.5"	1
	Valve, Gate, 2"	1
	Valve, Check, 1.5"	1
()	Tank #11, Aboveground Horizontal Cylindrical, 8198 Gallon, LS2	1
	Valve, Gate, 2"	1
	Valve, Gate, 1.5"	1
	Valve, Gate, .5"	2
200	Fuel Laboratory, Storage and Maintenance Building ²	
	Laboratory, 12' X 24"	288 SF
	Maintenance Area, 15' X 24'	360 SF
	Storage Area, 15' X 24'	360 SF
	Head, 10' X 12'	120 SF
100	Military Service Station, Automated, 6' X 10'	60 SF
	Fuel Master, Automated Service Station Chip/Card Reader	1
	Tank #14, 10,000 Gallon, Double Wall, Industrial Environmental Supply, Inc.	1
	Pump, 6-10 GPM Service Station Type	1
	Valve, Gate, 3"	2
	Valve, Check, 3"	1
	Strainer, Y Type	1
	Quick Disconnect Adapter with Dust Cover, 3"	1
	Tank #15, 10,000 Gallon, Double Wall Kleespie	1
	Pump, 6-10 GPM Service Station Type	1
	Quick Disconnect Adapter, Fuel and Vapor Recovery with Dust Cover, 3"	1
408A	Refueler Maintenance Building ²	1250 SF
	Air Compressor	1
	Sea Van (Storage Containers) 20'	2
	Prover Tank, 200 Gallon	1
201	Contractor Office, Dispatch and Drivers Rest Building ²	
	Dispatch Office, 7' X 12'	84 SF
	Office, Supervisor, 7' X 12'	84 SF
	Entrance Area, 9' X 23'	207 SF
	Head, Women's, 7' X 7'	49 SF
	Head, Men's, 7' X 16'	112 SF
	Break Room, 15' X 20'	300 SF
	Office, 15' X 20'	300 SF
	Managers Office, 15' X 20'	300 SF
	Storage Room, 6' X 10'	60 SF
	Electrical Control Room, 6' X 10'	60 SF

[illegible]

- (1) Provide a complete and accurate description of the system components.
- (2) Use an empty parentheses () to indicate unknown factors, i.e., facility numbers, make/manufacture, GPM or PSI ratings, etc.
- (3) Measurements/square footage of building is approximate.
- (4) A detailed inventory of Government provided office furniture, telephones, radio equipment by model and serial number, cryogenics tools and equipment, fuel servicing equipment by serial number and miscellaneous tools and equipment not listed herein will be performed jointly by the Government and the Contractor within 60 days of the contract award date.
- (5) Underground tanks 1, 2, and 3, all associated piping and components, and the existing fillstand are scheduled to be replaced by a 30,000 barrel aboveground tank and new fillstand within the initial performance period. The new facilities should not have an impact on the scope of work. Given the design for a non lubricated system, the scope of work may be reduced.

Appendix B: Government Furnished Equipment, Supplies, and Services

GOVERNMENT EQUIPMENT, SUPPLIES, AND SERVICES: In addition to the facilities and components listed in [Appendix A](#), the Government will provide the following equipment, supplies, and services.

Radios: The Government will provide intrinsically safe, dual channel (Fuel Dispatch Center/Control Tower), fixed or hands held radios, in sufficient numbers to control all Contractor operations. A base station, antenna, charging units, if applicable, and all other necessary and required equipment to establish and maintain communication shall also be provided by the government.

Fire Suppression Equipment: Except for Contractor furnished extinguishers mounted on fuel servicing trucks, all fire suppression equipment, i.e., fire extinguishers or portable/installed fire suppression equipment, will be provided, repaired, overhauled, and as necessary, replaced by the Government. The quantity and type of fire suppression equipment on station within the Fuel Management facilities will be established by the Government.

Telephone Services: The Government will provide telephone services, i.e., on-station emergency lines, Local Area Network (LAN) connections (if applicable), and equipment required and necessary to conduct Government business, i.e., FAS, DFAMS. See [Section C-3.4](#) regarding Contractor-furnished telephones services.

Utilities: Electricity, natural gas/propane, heating/power production fuels, water, and sewage as required for the health and welfare of contract personnel that occupy facilities provided by the Government and prefabricated structures that may be provided by the Contractor under [Section C-3.2.6](#).

Fuel Products: Limited to those products stocked and issued on base, the Government will furnish fuel for the operation of the Contractor's fuel servicing equipment, trucks/tractors identified as fuel servicing equipment. Fuel for contractor general purpose shall be provided by the Contractor.

Material Safety Data Sheets (MSDS): The Government will provide the appropriate MSDS for those compounds furnished by the Government.

The following additional property will be provided by the Government. See [Section C-2.17](#) regarding property accountability.

201	Fuels Automated System (FAS) (Show serial numbers)	
	Computer; S/N 6704BBF5P509; s/n 6704BBF5P616	2
	Monitor S/N 646CB03EA333; 646CB03EA618	2
	Printer S/N EGU15958	1
200	Laboratory Equipment	
	Fume Hood	1
	Combined Contaminated Fuel Detector (CCFD)	1
	Flash Point Tester, ERDCO Model RT-1	1
	Pensky Martin Flash Point Tester (Spare)	1
	Flammables Locker	3
	Eye Wash Station	1

[illegible]

(1) Supplies stocked and controlled by the Government need not be listed.

(2) A detailed inventory of Government provided office furniture, telephones, radio equipment by model and serial number, cryogenics tools and equipment, and miscellaneous tools and equipment not listed herein will be performed jointly by the Government and the Contractor during contract turnover as outlined in [Section C-1.5](#).

Appendix C: Abbreviations and Acronyms

API	American Petroleum Institute	PWS	Performance Work Statement
AQL	Acceptable Quality Level	QASP	Quality Assurance Surveillance Plan
AST	Aboveground Storage Tank	QCP	Quality Control Plan
ASTM	American Society for Testing Materials	SOP	Standard Operating Procedure
ATG	Automated Tank Gauging	SPCC	Spill Prevention Control and Countermeasure Plan
BBL	Barrel	TTMA	Tank-Trailer Manufacturers Association
CDR	Contract Discrepancy Report	UDAPS	Uniform Data Automated Processing System
CFR	Code of Federal Regulations	USCG	United States Coast Guard
CLIN	Contract Line Item Number	UST	Underground Storage Tank
COR	Contracting Officer's Representative		
DESC	Defense Fuel Supply Center		
DFAMS	Defense Fuel Automated Management System		
DFR	Defense Fuel Region		
DFSP	Defense Fuel Support Point		
DIEGME	Diethylene Glycol Monomethyl Ether (a type of FSII)		
DLA	Defense Logistics Agency		
DOD	Department of Defense		
DODAAC	Department of Defense Activity Address Code		
DSN	Defense Switched Network		
EDP	Emergency Distribution Plan		
EPA	Environmental Protection Agency		
FAR	Federal Acquisition Regulation		
FAS	Fuels Automated System		
FRP	Facility Response Plan		
FSC	Facility Spill Coordinator		
FSII	Fuel System Icing Inhibitor		
GFE	Government-Furnished Equipment		
ISSA	Inter-Service Support Agreement		
JPO	Joint Petroleum Office		
MIL-PRF	Military Performance Standard		
MILCON	Military Construction		
MPMS	Manual of Petroleum Measurement Standards		
MRP	Maintenance & Repair Project		
MSDS	Material Safety Data Sheet		
NFPA	National Fire Protection Association		
NPDES	National Pollution Discharge Elimination System		
NSN	National Stock Number		
OPA	Oil Pollution Act		
OSC	On-Scene Coordinator		
OSHA	Occupational Safety and Health Administration		
PM	Preventive Maintenance		
PMI	Preventive Maintenance Inspection		
POS	Peacetime Operating Stock		
PQA	Petroleum Quality Assurance		
PWC/D	Public Work Center/Department		

Appendix D: Definitions

Barrel: A barrel is equal to 42 U.S. gallons.

Contract Date/Periods:

Contract Award Date: The date entered in block 20C, Date Signed, of the Standard Form 26, Award/Contract. This date may differ from the start/performance date.

Contract Start Date: The contract start date, performance date, or first day of the performance period is the first day of the period cited in block 15 (A through F) of the Standard Form 26, Award/Contract. The start date and performance period may be adjusted by amendment to provide the Contractor sufficient lead-time to ready equipment for the contract.

Contractor (The): The individual, group of persons, company, group of companies, or corporation specifically named and contracted by/with the Government to fulfill the terms of the specified contract document. The term "Contractor" as used herein refers to the company or corporation as a whole or any individual, manager or assistant, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer: Includes the Procurement Contracting Officer (PCO) and the Administrative Contracting Officer (ACO).

Contracting Officers Representative: The local or on site Navy technical specialist, military or civilian, designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under a specified contract.

Maintenance: Unless specifically defined otherwise, the word or term "maintain or maintenance" shall mean preventive or operator maintenance as defined below.

Operator Maintenance: Operator maintenance is that work accomplished during routine inspections and during system use/operation. Operator maintenance may be, but is not necessarily limited to, work such as the replacement of ground wires, plugs, and clips, the replacement of O-rings and gaskets without tearing down the component, the tightening of nuts, bolts, and screws to prevent leakage, or corrosion control and spot painting. Operator maintenance is normally be limited to those actions taken by qualified system operators using common hand tools.

Preventive Maintenance: Preventive maintenance is a program of recurrent periodic or cyclic scheduled work designed to preserve and maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose.

Other Maintenance and Repair: Maintenance and repair beyond that defined as preventive is other maintenance and repair. This includes unplanned repair or replacement of material or components that show abnormal wear or fail. This maintenance will be approved by the COR and is reimbursable under Section C-4.1.

Appendix E: Regulations

The following is a list of the references directly/indirectly cited within the PWS. It is not all-inclusive and does not site local/command instructions. It is incumbent upon the contractor to ensure full compliance with all Federal, State, USN, USMC, and local regulatory documents. The contracting activity will provide a copy of applicable DOD, USN, USMC, and local instructions required under this contract. All other references, i.e., federal and state code, professional, association, and industry standards and guidelines shall be provided by the Contractor. However, many of the items listed are available from various web sites. The following items that are blue and underlined are hyperlinked to the applicable web site.

29 CFR Part 1910	
40 CFR 112	
49 CFR 171	
	Hazardous materials table, special provisions, hazardous materials communications, emergency response information, and training requirements
49 CFR 173	
49 CFR 178.345	
49 CFR 180	
49 CFR 382	
49 CFR 383	
49 DFR 387	
49 CFR 390	
49 CFR 391	
49 CFR 392	
49 CFR 393	
49 CFR 395	
49 CFR 396	
NFPA 385	
NFPA 407	
API Bulletin 1529	
API Publications 1581	
DOD 4140.25-M	
MIL-STD-3004 ⁽²⁾⁽⁴⁾	
NAVAIR 00-80T-109 ⁽²⁾	
NAVFAC P-300 ⁽⁵⁾	
OPNAVINST 4790.2*	
OPNAVINST 5090.1 * ⁽³⁾	Environmental and Natural Resources Program Manual
NAVSUP P-558 ⁽³⁾	Petroleum Management Ashore
NAVSUP Vol. II	Supply Ashore

(1) All Code of Federal Regulation (CFR) references use the same web site/address. Point to 29 CFR, click, and follow the web page instructions.

(2) The user may require **mil. domain** assistance or may have to register with this site in order to gain access and download documents.

(3) An asterisk * at the end of a reference, i.e., OPNAVINST 4790.2*, indicates there is an Fallon designator to indicate the most recent version of the publication.

(4) Go to SPECS & STDS, scroll down to STINET and enter DODISS ID Number MIL-STD-3004 (see Note 2 above).

(5) A user name and password window will appear. Use docs and docs as the user name and password respectively.

Appendix F: Maps

The NAS Fallon Fuel Division will provide the following maps during the contract pre bid on-site visit. The 8½ X 11 inch map or map set provided will become a part of the contract as this appendix.

1. A local area map clearly showing the nearest major city/town, roads, the base, and outlying fields.
2. A station/local area map showing the routes to any outlying fields requiring aviation or ground fuels support.
3. A station/outlying field map clearly showing all fuel and cryogenic facilities. Connecting pipelines should also be shown.
4. A station/outlying field map clearly showing the entire flightline area, parking ramps by type of aircraft, hot pit facilities, restricted areas, and other information as may be useful to the Contractor.
5. A station/outlying field map or map set clearly showing all ground product delivery points (by grade).
6. A station/outlying field map or map set clearly showing all used oil or recyclable product collection points (by grade).

Appendix G: Quality Surveillance Program

The primary purpose of the Quality Surveillance Plan (QSP) and this Performance Requirements Summary (PRS) is to identify those performance requirements considered most critical to acceptable contract performance and the corresponding standards of performance. The PRS also identifies the Acceptable Quality Level (AQL) for each required service. It specifies the lot size which will be used as the basis for payment calculation as well as for sampling purposes, and the quality assurance methods which the Government will use to evaluate the contractor's performance in meeting the contract requirements. Finally, the PRS shows the percentage of the contract price that each listed contract requirement represents.

Government Quality Assurance. At the end of each inspection period, the Government will compare contractor performance to the contract standards and AQL/Allowable Degree of Deviation (ADD) using the Quality Assurance Plans (QAPs). The Government will evaluate each required service based on one of the following inspection methods:

- a. Random sampling using the concepts of ANCI/ASQC Z1.4-1993
- b. One hundred percent inspection
- c. Validated customer complaints

Criteria for Acceptable and Unacceptable Performances. The standards indicate the levels of performance deemed acceptable to the Government. Performance of a required service is considered satisfactory when the percentage of defective units (unsatisfactory outputs) found by the Government during contract surveillance does not exceed that allowed by the AQL. When the percentage of defective units discovered by the COTR exceeds that allowed by the AQL/ADD, the contractor's performance is considered unsatisfactory. When the performance is unsatisfactory, the contractor shall respond in writing to a Contract Discrepancy Report (CDR). The CDR will require the contractor to explain, in writing, why performance was unacceptable, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future. The COTR will evaluate the contractor's explanation and recommend to the Contracting Officer if full payment, partial payment, or the contract termination process is applicable. The contractor's payment for services rendered will be calculated as stated in paragraph 4.

Determination of the Number of Defective Units that Renders a Service Unsatisfactory. For services inspected by random sampling, the number is determined from the ANCI/ASQC Z1.4-1993 charts. For services inspected by other than random sampling, the reject (unacceptable) level equals the next whole number greater than the number of defectives allowed by AQL. (NOTE: If the AQL is expressed as a percentage, it must first be multiplied by the lot size to determine the number of defective units allowed by unsatisfactory performance.)

Re-performance of Unsatisfactory Work. At the Government's discretion, the contractor shall re-perform, without additional cost to the Government, all work found by the COTR to be unsatisfactorily performed. The Contracting Officer will determine the amount of time the contractor will be given to re-perform the work on a case-by-case basis. Re-performance will not improve the overall rating of the service in question.

For services sampled, the maximum contract payment per month is multiplied by the maximum payment percentage for the service to determine the maximum payment for acceptable service. This payment is multiplied by the percentage of the sample found acceptable to determine the percentage of the contract price that the contractor will be paid for the listed service. The total number of defectives found, not just those in excess of the reject level, are used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from 100 percent determines the percentage of the lot found acceptable.

For services checked by One hundred percent inspection or validated customer complaint, the maximum payment percentage of the service in column 5 of the PRS is multiplied by the payment percentage of the lot found acceptable. The resulting percentage is the percentage of the monthly contract price that the contractor will be paid for the listed service. The total number of defectives found, not just the defectives in excess of the reject level, are used to determine the percentage of the lot found acceptable.

For those services that are performed less frequently than monthly, surveillance and computation of the contractor's payment will be made during or immediately following the month when that service is performed. The payment computation will be determined for the entire period since the last surveillance. Should computation of the contractor's payment result in an amount less than has already been paid for the preceding month(s) of the period since the last surveillance, the Government will deduct the overpayment from the current month's invoice.

Contractor Payment

Satisfactory Service. For satisfactory performance of a service, the Government will pay the contractor the percentage of the monthly contract price indicated for that service.

Unsatisfactory Service. For unsatisfactory performance not caused by Government interference or Government failure to provide C3 requirements, the Government will pay the contractor only for the percent of work found to be satisfactory.

Random Sampling. Payment based upon a finding of unsatisfactory service is calculated on the percentage of the sample found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service x (% of sample found satisfactory)) = payment for percentage of service found satisfactory.

Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	450 (lot size)
AQL	10%
Sample size:	50
Reject level:	11(MIL-STD-105D)
Unsatisfactory units found:	20
Satisfactory units found:	30
Service is unsatisfactory	
Maximum payment for satisfactory service would be	900
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

One hundred percent Inspection and Validated Customer Complaints. Payment for unsatisfactory service is based on the percentage of the **lot** found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service) x (% of lot found satisfactory) = payment for percentage of service found satisfactory.

Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	100 (lot size)
AQL	10%
Unsatisfactory units found:	40
Satisfactory units found:	60
Service is unsatisfactory	\$900
Maximum payment for satisfactory service would be	
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

Payment for Service with a Surveillance Period Longer than Monthly. Some of the line items listed in the PRS have a surveillance period which is longer than monthly. Throughout the surveillance period, the Government will inspect each unit completed for these line items using the inspection method specified in the PRS. Each month the Government will pay the contractor the maximum payment percentage allowed for that service, as if the service were found satisfactory. At the end of the surveillance period, the Government will compare the contractor's performance for the entire surveillance period to the AQL for that line item to determine if overall performance for the line item was satisfactory.

Satisfactory Service. Payment for satisfactory performance will be calculated as follows: (maximum payment for satisfactory service) - (payments made during the surveillance period) = total amount of adjustment at the end of the surveillance period.

Unsatisfactory Service. Payment for unsatisfactory performance will be calculated as follows:

For services inspected by random sampling: (maximum payment for satisfactory service) x (% of sample found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

For services inspected by One hundred percent inspection and validated customer complaints: (maximum payment for satisfactory service) x (% of lot found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

Nothing in the foregoing provisions will diminish or preclude Government actions pursuant to the "Default" clause or other terms and conditions of this contract.

AIRCRAFT FUEL SERVICES (MOBILE/DIRECT FUELING) INCLUDING THE DISPATCH CENTER				
		Max Allowable Degree of Deviation (AQL)	Method of Surveillance	Max Percent Payment for Meeting AQL
Staffing, C-1.7 and C-1.11.	Sufficient qualified personnel to satisfy servicing demands.	0%	100% Inspection	5
Personnel availability, C-1.2 and C-2.2.2.	Contract personnel available for the appropriate hours.	4%	100% Inspection	5
Qualifications, C-1.9, C-1.10, and C-1.11	Qualified personnel performing duties. Documentation/ training records to substantiate qualifications. Dispatcher FAS qualified.	4%	100% Inspection	5
Response times, C-2.2.2.	Servicing response times meet. Responses in excess of standard time fully explained on logs.	0%	Random, Customer Complaint	15
Documentation, C-2.8.	Fuel servicing inventory and inspection documentation complete, accurate, and forwarded to the appropriate office NLT 0900 daily.	0%	Random	4
Quality, C-2.9.	Appropriate sample taken and forwarded to the fuel laboratory. Sample logs maintained and test results kept on file.	0%	Random	10
Housekeeping and Maintenance, C-2.10.2.1.1.	Building and grounds maintained in accordance with local standards.	5%	Random	1
Training, C-2.11.	Applicable training conducted and documented. Training records complete.	4%	100% Inspection	10
Safety, C-2.12.	Fuel servicing operations conducted in accordance with NAVAIR 00-80T-109 and applicable safety regulations.	0%	100% Inspection	35
Environmental, C-2.13.	Full compliance with applicable environmental law and regulations.	0%	Random	4
Security, C-2.14.	Equipment security maintained and logs kept.	0%	Random	2
Equipment Specifications, C-3.2.	Equipment configured in accordance with specifications outline in Section C-3.2.	5%	100% Inspection	1
Equipment and Supplies, C-3.3	Equipment and supplies identified is on hand and available to contract personnel.	5%	100% Inspection	1
Uniforms and Safety Equipment, C-3.4	Uniforms provided by the Contractor. Safety equipment available and used by contract personnel.	0%	100% Inspection	1
References, Appendix E	Current reference on hand and available to contract personnel	5%	100% Inspection	1

See ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspections by Attributes

FUEL DISTRIBUTION AND STORAGE INCLUDING THE LABORATORY FUNCTION				
		Max Allowable Degree of Deviation (AQL)	Method of Surveillance	Max Percent Payment for Meeting AQL
Staffing, C-1.7.	Sufficient personnel to carry out the operation(s) in progress, storage and laboratory.	0%	100% Inspection	10
Bulk Storage Operations, C-2.3	Receipts and transfers performed IAW references. Operations started on time. Communications maintained during product movement operations.	4%	Random	35
Physical Inventory, C-2.8.	Daily and weekly inventories complete, accurate, and forwarded in a timely manner. Monthly inventories witnessed, complete, accurate and forwarded in a timely manner	0%	Random	5
Documentation, C-2.8.	Documentation complete, accurate, and forwarded to the appropriate office NLT 0900 daily.	0%	Random	2
Quality, C-2.9.	Appropriate samples taken and forwarded to the NAS Fallon fuel laboratory. Sample logs maintained/test results kept on file.	0%	Random	5
Facility/Equipment Maintenance and Calibration, C-2.10.	Maintain conducted IAW references. Applicable meters and gauges calibrated as scheduled. Documentation complete and available.	4%	Random	20
Housekeeping, C-2.10.2.1.1, and Grounds Maintenance, C-2.5.2.1.27	Building and grounds maintained IAW standards.	5%	Random	2
Training, C-2.11.	Applicable training conducted and documented. Training records complete.	4%	100% Inspection	3
Safety, C-2.12.	Operation conducted IAW applicable safety regulations.	0%	100% Inspection	5
Environmental, C-2.13.	Full compliance with applicable environmental law and regulations.	0%	Random	5
Security, C-2.14.	System security maintained and logs kept.	0%	Random	2
Equipment and Supplies, C-3.0.	Items identified on hand, maintained, and readily available to contract personnel.	5%	100% Inspection	1
References, Appendix E	Current reference on hand and available to personnel.	0%	Random	5

See ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspections by Attributes

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See ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspections by Attributes

Appendix H, Monthly Workload Summary

1. An accurate and meaningful Performance Work Statement (PWS) is dependent on detailed information regarding measurable tasks on which basic decisions regarding the structure of a workforce and equipment package are made. This data must be updated continually to provide a meaningful picture of the fuel and cryogenic functions of a base. As applicable to the locations covered under this PWS, report the following data. A separate report shall be submitted for each location, i.e., the main operating base and its supported outlying fields that receive/issue products and provide fuel services.

a. **Receipts and Returns to Bulk.** Provide information regarding receipts/returns to storage for all products, i.e., aviation fuels, ground fuels, recyclable fuels, used oil, and cryogenics products (receipts only). If a jet fuel recycling system is in use, consider the product pumped into the unfiltered or recyclable side of the system, to be a return of product to bulk (see paragraph “b” below regarding recycler output). Report the following:

(1) The **Grade** of product received or returned to bulk. Use the appropriate grade code, “JPX” for recyclable jet fuel collected and returned to a recycling system for processing, and “FOR” for Used Oil.

(2) The **Mode** of receipt/return to storage, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defuelers returning product to bulk. Use a separate line for each grade and mode entry.

(3) The **Destination** of the product received or returned, i.e., bulk storage, a direct refueling system, the service station, cryogenics, etc. Also, include gross receipts and the number of receipts whereby bulk products are issued directly to fuel servicing equipment by another Service. For instance, Navy contracted refuelers at NAF Washington and NAS Willow Grove are replenished by the Air Force.

(4) The total **Gallons** received or returned to bulk for each grade and mode entry for the report month.

(5) State the **Number** of receipts/returns of product for each grade and mode entry for the report month.

The following are examples of receipt/return data:

Grade	Mode	Destination	Gallons	Number
JP8	PL	Bulk	1,232,843	4
JP8	RF	Bulk	4,039	1
JPX	RF	Recycling System	934	1
MUR	TT	Service Station	15,945	2
LOX	TT	Cryogenics	1,000	1

b. **Transfers from Bulk.** Provide information regarding the transfer (not sales) of product from bulk storage to other fuel systems or fuel servicing equipment. If a jet fuel recycling system is in use, consider the product pumped out of the system to be a truck fill (see paragraph “a” above regarding returns). Product issued directly from bulk storage to aircraft via a direct fueling system (no day tanks) and issues to commercial carriers destined for another base should be reported in section “c” below. Furnish information regarding:

(1) The **Grade** of product transferred. Use the appropriate grade code, “JPX” for recyclable jet fuel collected and returned to a recycling system for processing, and “FOR” for Used Oil.

(2) The **Gallons** of product transferred from bulk storage.

(3) The **Mode** of transfer.

(a) Report **Truck Fills** of organic military or contract fuel servicing trucks, ground and aviation.

(b) Report intra-system **Transfer(s)** by pipeline to another system, i.e., bulk to a direct fueling system. For example, the following would represent transfers from bulk storage.

Grade	Mode	Gallons	Number
JP8	Fillstand to Refuelers	687,469	137
JPX	Recycler to Fuel Servicing Truck	874	1
JP8	Bulk to Direct Refueling System by Pipeline	393,954	9
MUR	Fillstand to Ground Fuel Servicing Truck	3,945	5

c. **Issues/Sales by Mode.** Provide issue/sales data, to include defuels, for all grades of product handled by the contractor. Separate data by the appropriate grade and mode. Include dry run and cancellation data as a parenthetical note as illustrated below.

(1) The **Grade** of product issued/defueled. Use the applicable grade code, “JPX” for recyclable jet fuel collected and pumped to a recycling system for processing, and “FOR” for Used Oil.

(2) The **Mode** of issue/defuel, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defueler returning product to bulk.

(3) The total **Gallons** issued/defueled from the base bulk for the report month.

(4) The **Number** of issues/defuels for the report month.

The following are examples of issue data:

Grade	Mode of Issue	Gallons	Number
JP8	Issues by Mobile Refueler	632,604	306
JP8	Issues by Direct Refueling System	542,619	263
JP8	Fillstand to Commercial Carrier	7825	1
MUR	Issues by Ground Fuel Truck	9,481	179
JPX	Issues of Recycled Jet Fuel	527	1
MUR	Issues at the Service Station	22,317	1116
LS2	Issues at the Service Station	21,444	825
LOX	Issues from Cryogenics	2,050	41
LN2	Issues from Cryogenics	1,750	35
N2 Gas	Issues of Gas to Cylinders	N/A	215

The following are examples of defuel data:

Grade	Mode of Defuel	Gallons	Number
JP8	Defuels by Mobile Defueler	37,329	13
JP8	Defuels by Direct Refueling System	22,841	7
MUR	Defuels by Ground Fuel Truck	550	1
FOR	Defuel/Collection of Used Oil by Truck	2,200	37
JPX	Defuel/Collection of Recyclable Jet Fuel by Truck	500	1

d. The **Type and Number of Aircraft Serviced (issues/defuels)**. Provide a table of the type of aircraft, basic model designation only, serviced (refueled/defueled) for the report month. Data reported should correlate with that reported in other sections of this report.

(1) Report the **Type of Aircraft**, i.e., the basic type/model, serviced. For instance, total F-14As and F-14Bs would be reported as F-14.

(2) By type/model report the **Number of aircraft serviced**.

(3) Total **Gallons** issued to the specific type/model.

(4) In terms of gallons issued, the **Range** of issues (maximum/minimum refuel for the report month) as may be applicable to the particular type aircraft.

(5) By type/model; report the **Number defueled**.

(6) Total **Gallons** defueled from the specific type/model.

(7) In terms of gallons defueled, the **Range** of defuels (maximum/minimum defuel for the report month) as may be applicable to the particular type aircraft.

For example, the following would represent issues and defuel data by aircraft type.

Type AC	Number	Total Gallons Refueled	Min/Max Refuel	Number	Total Gallons Defuel	Min/Max Defuel
T-45	4	1,176	283/307	0	0	0/0
F-14	315	711,327	715/2,117	23	24,718	315/1,750
F-18	254	463,896	314/1,933	17	16,434	225/1,625
P-3	3	6,823	1,326/3,121	1	2,322	2,322/2,322
C-130	7	21,423	2,725/3,127	0	0	0/0
C-9	2	4,117	2,000/2,117	0	0	0/0
C-141	2	9,512	4,102/5,410	0	0	0/0
C-5	1	14,372	14,372/14,372	0	0	0/0
Total	588	1,232,646		41	43,474	

e. **Refueling Workload Increments**. Provide jet fuel services workload data (truck and direct refueling operations) by date and four-hour increments for the report month. Do not consolidate or report consolidated runs, i.e., several aircraft of the same type, model, and series reported as a single run/issue. Report individual aircraft run and issue data. Data may be reported under as many as four distinct categories, “**Cold Truck Refuels/Defuels**” whereby the fuel servicing unit moves to the aircraft, “**Hot Truck Refuels (by hose or pantograph)**” whereby the aircraft is taxied to the servicing truck, “**Cold Pit Refuels/Defuels**”, the aircraft is towed to a servicing pit, and “**Hot Pit Refuels**” where the aircraft is taxied to the servicing pit and refueled with engines running. Copy and use the attached forms as applicable. The forms may be handwritten but must be legible.

f. **Fuels Automated System (FAS) Data Report**. Provide a supplementary end of month FAS summary for the report month (see Atch 5). The FAS generated data will be used for comparative analysis.

g. **Quality Surveillance**. Report the number of samples drawn and processed by the contractor.

(1) **Visual Samples**. Bottle samples drawn from a source, visually inspected, and disposed of immediately, i.e., sumps, low points, or filter samples.

(2) **Submitted Samples.** Bottle samples drawn and submitted to the fuel laboratory for analysis. Provide the number of tests for water, sediment, API gravity, flash point, FSII levels, and any other specific tests performed.

(3) Samples via the **Field-Test Kit** for water and sediment (direct read and comparative analysis accomplished by operators during system and truck recirculation).

(4) **Correlation Samples.** Report samples drawn and processed as well as drawn and shipped.

The following is an example of the quality surveillance information required regarding sampling and testing.

Quality Surveillance Sampling and Testing							
		Tests Performed ⁽²⁾					
		Visual	Particulate	AEL Water	API Gravity	Flash Point	FSII
JP5/8	240	240	60	60	60	12	12
MUR	10	10	2	2			
LS2	16	16	2	2			
JPX ⁽³⁾	1	1	1	1	1		
LOX ⁽⁴⁾	8	8	8				
Total Samples/Tests	275	275	73	65	61	12	12

(1) By grade, the total samples drawn for the report month.

(2) Tests most commonly performed on the various samples drawn. Report any other tests performed as a note to this section.

(3) Product downgraded to ground fuel and issued to yellow gear and vehicles.

(4) Report ABO sampling and analysis via an ABO analyzer as above and a note to this section.

Workload Data for Cold Truck Refuels/Defuels								
Day ⁽¹⁾	Date	0000-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
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	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
Weekdays ⁽²⁾								
Weekends/Holidays ⁽³⁾								
Total								

(1) Enter the day of the week corresponding to the date of the month.

(2) Enter weekday workload excluding holidays.

(3) Enter weekend and holiday workload.

Workload Data for Hot Truck Refuels (Hose and Pantograph)								
Day ⁽¹⁾	Date	0000-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
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	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
Weekdays ⁽³⁾								
Weekends/Holidays ⁽⁴⁾								
Total								

(1) Enter the day of the week corresponding to the date of the month.

(2) Enter weekday workload excluding holidays.

(3) Enter weekend and holiday workload.

Attachment 2

Workload Data for Cold Pit Refuels/Defuels (Aircraft Towed)								
Day ⁽¹⁾	Date	0000-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
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	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
Weekdays ⁽²⁾								
Weekends/Holidays ⁽³⁾								
Total								

(1) Enter the day of the week corresponding to the date of the month.

(2) Enter weekday workload excluding holidays.

(3) Enter weekend and holiday workload.

Workload Data for Hot Pit Refuels								
Day ⁽¹⁾	Date	0000-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
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	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
Weekdays ⁽²⁾								
Weekends/Holidays ⁽³⁾								
Total								

(1) Enter the day of the week corresponding to the date of the month.

(2) Enter weekday workload excluding holidays.

(3) Enter weekend and holiday workload.

DAILY SUMMARY FROM 01/01/1999 TO 12/31/1999 (EXAMPLE)

TIME	RUNS	F/S	RESPONSE
0000-0100	914	0	0
0100-0200	593	0	0
0200-0300	407	0	0
0300-0400	421	0	2.00
0400-0500	328	0	0
0500-0600	494	0	5.00
0600-0700	345	0	10.00
0700-0800	671	1	0
0800-0900	729	0	76.75
0900-1000	933	1	47.00
1000-1100	1093	2	54.50
1100-1200	1523	2	23.60
1200-1300	1985	2	36.00
1300-1400	1758	1	19.55
1400-1500	1621	1	14.89
1500-1600	1415	0	159.00
1600-1700	1933	0	12.00
1700-1800	2114	0	8.67
1800-1900	1967	1	10.00
1900-2000	1339	0	0
2000-2100	1315	0	2.00
2100-2200	633	0	0
2200-2300	820	0	0
2300-2400	1549	0	0

TOTAL	26930	11	33.29
TRUCKS		HYDRANTS	
0-400	588	0-6000	22773
401-1800	2358	6000-16000	13
1801-2700	662	16000-26000	5
2701-3500	39	26000-36000	2
3501-	54	36000-	0
TRUCK DEFUELS		90	
HYD DEFUELS		426	
ALL DEFUELS		516	
TOTAL REFUELS		35877481.0	
TOTAL DEFUELS		367190.000	
NET		35510291.0	
AVERAGE GALLONS ISSUED		1335.13	
AVERAGE GALLONS DEFUELED		727.11	
TOTAL CANCELLATIONS		1069	

Attachment 5

VEHICLE IDENTIFICATION WORKSHEET

A. CONTRACT DATA

Contract Location	Contract Number	Contract Period

B. THE TRACTOR (PRIME MOVER)

Manufacture		Model	Model Year	Gas or Diesel?
Number of Axles	Gross GVWR	GVWR Front	GVWR 1st Rear	GVWR 2nd Rear
VIN		Contractor Control Number	License No. (if applicable)	

C. THE CARGO TANK/REFUELER

Manufacture	Year Manufactured	Capacity	No. of Axles	GVWR
MC/DOT Specification	Date Certified	Certification No.		
VIN or Tank Serial No.	Contractor Number	License No. (if applicable)		

D. NOTES & ATTACHMENTS

Attach a copy of the cargo tank certification, vehicle weight certifications, equipment waivers and other documents as may be pertinent and applicable to the identification of the vehicle presented for inspection.

Contract Representative	Date
-------------------------	------

NAVPETOFF Equipment Control Form

EXHIBIT 1 **Jet Fuel Receipt Data and Trends for NAS Fallon**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-95	3368148	14	Oct-96	3910158	14
Nov-95	3760554	15	Nov-96	3391498	11
Dec-95	1503810	10	Dec-96	224564	9
Jan-96	2303112	16	Jan-97	1333512	15
Feb-96	1931080	14	Feb-97	1201881	15
Mar-96	2564082	13	Mar-97	4443348	14
Apr-96	4126458	17	Apr-97	3410875	17
May-96	3718764	18	May-97	1957579	9
Jun-96	441653	17	Jun-97	2199993	12
Jul-96	1730610	9	Jul-97	1259832	6
Aug-96	2455061	13	Aug-97	3521868	17
Sep-96	3356388	15	Sep-97	4093755	17
Total	31259720	171	Total	30948863	156

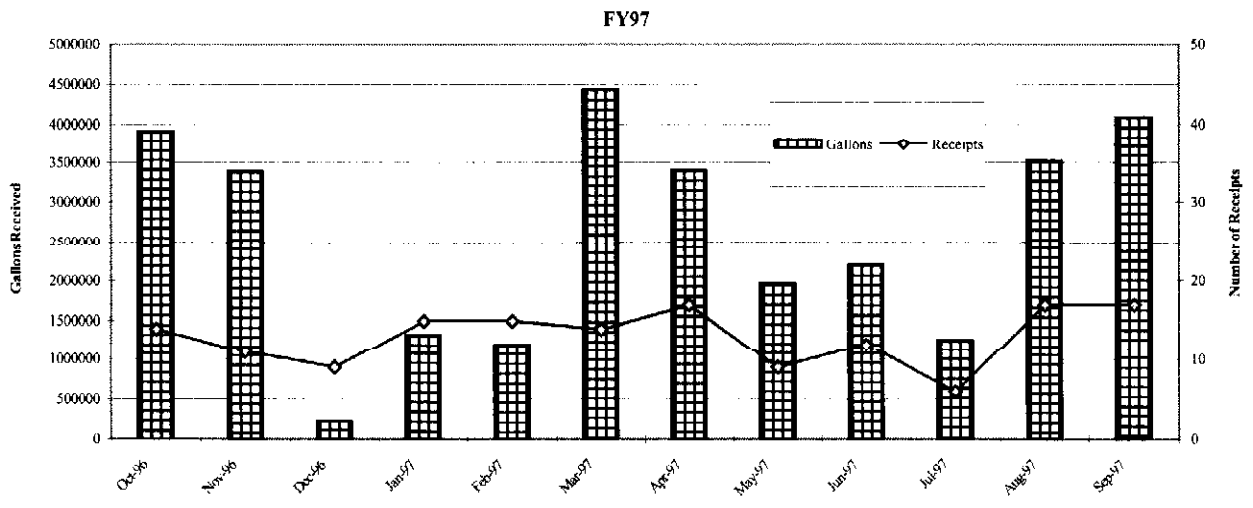
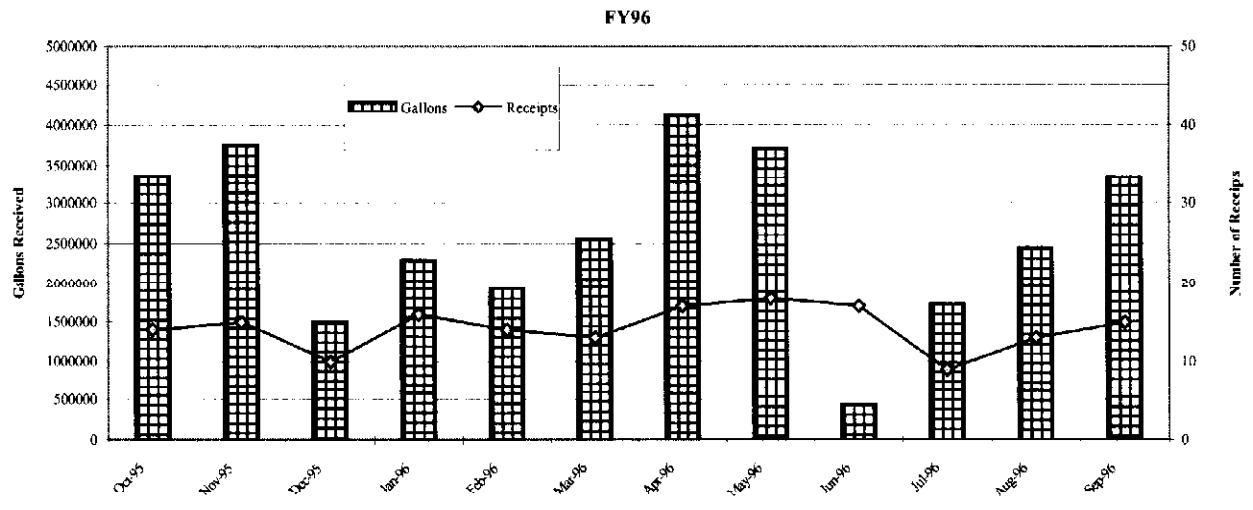


EXHIBIT 1 **Jet Fuel Receipt Data and Trends for NAS Fallon**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-97	4801017	21	Oct-98	3494400	18
Nov-97	2819628	12	Nov-98	1716582	10
Dec-97	1246686	9	Dec-98	1282680	8
Jan-98	3020394	15	Jan-99	2626231	13
Feb-98	1987650	12	Feb-99	3144162	15
Mar-98	3397674	15	Mar-99	3150000	17
Apr-98	3252396	16	Apr-99	1810976	9
May-98	2471910	11	May-99	3007746	12
Jun-98	3148236	14	Jun-99	3663156	16
Jul-98	1957956	10	Jul-99	2064272	13
Aug-98	3119508	14	Aug-99	3722502	17
Sep-98	1424452	7	Sep-99	3740352	19
Total	32647507	156	Total	33423059	167

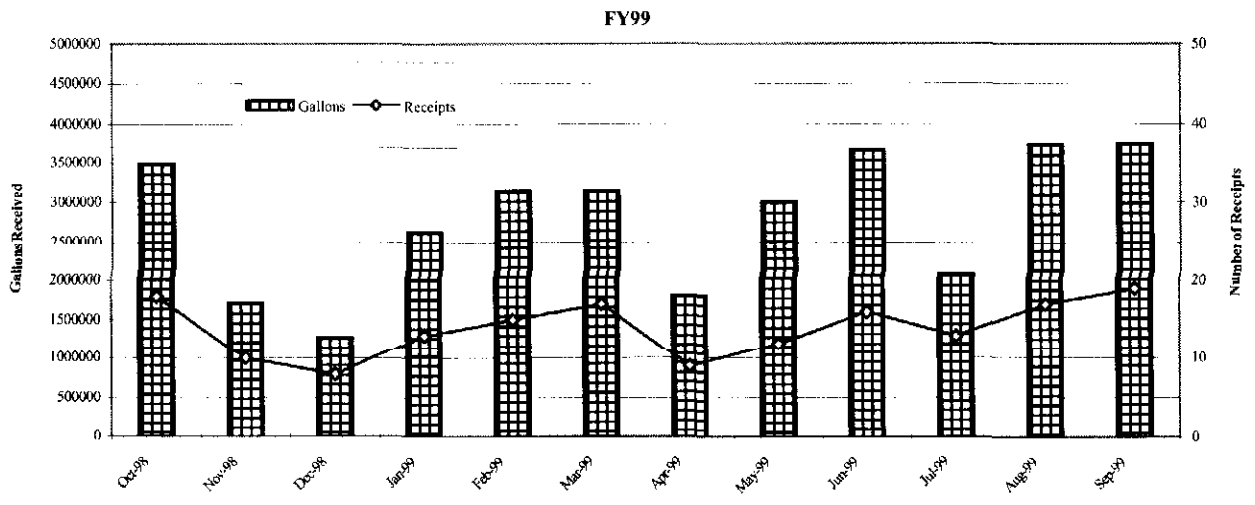
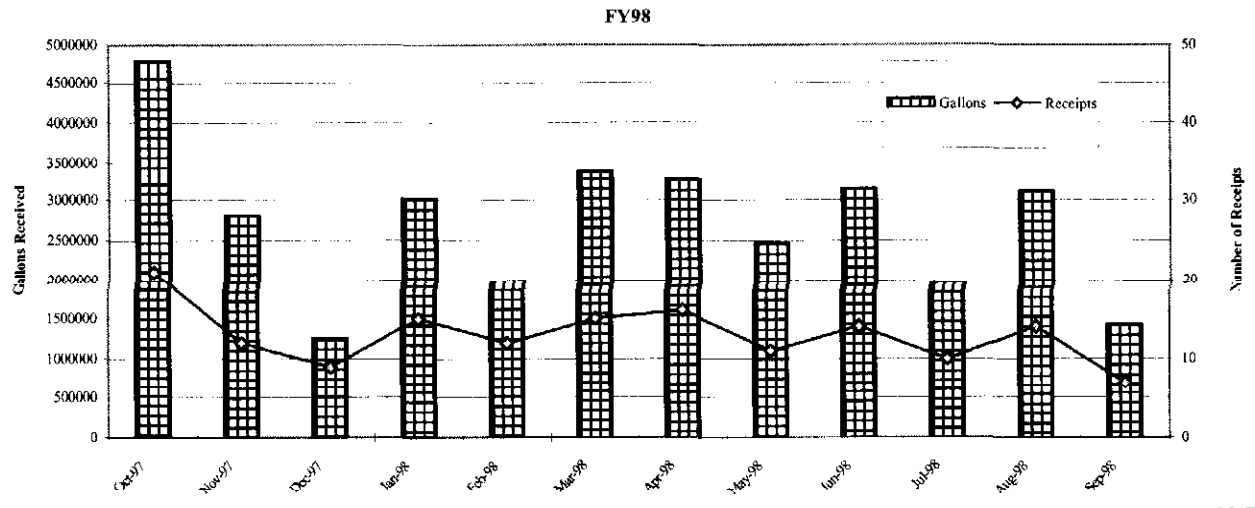


EXHIBIT 1 **Jet Fuel Receipt Data and Trends for NAS Fallon**

Month	Gallons	Receipts	Month	Gallons	Receipts
Oct-99	3616788	15	Oct-00		
Nov-99	2165856	10	Nov-00		
Dec-99	1159788	7	Dec-00		
Jan-00	2839704	11	Jan-01		
Feb-00	2346624	11	Feb-01		
Mar-00	2985948	16	Mar-01		
Apr-00	2777418	15	Apr-01		
May-00	2199675	11	May-01		
Jun-00	4629784	20	Jun-01		
Jul-00	2535997	14	Jul-01		
Aug-00	3262792	15	Aug-01		
Sep-00	2999761	14	Sep-01		
Total	33520135	159	Total	0	0

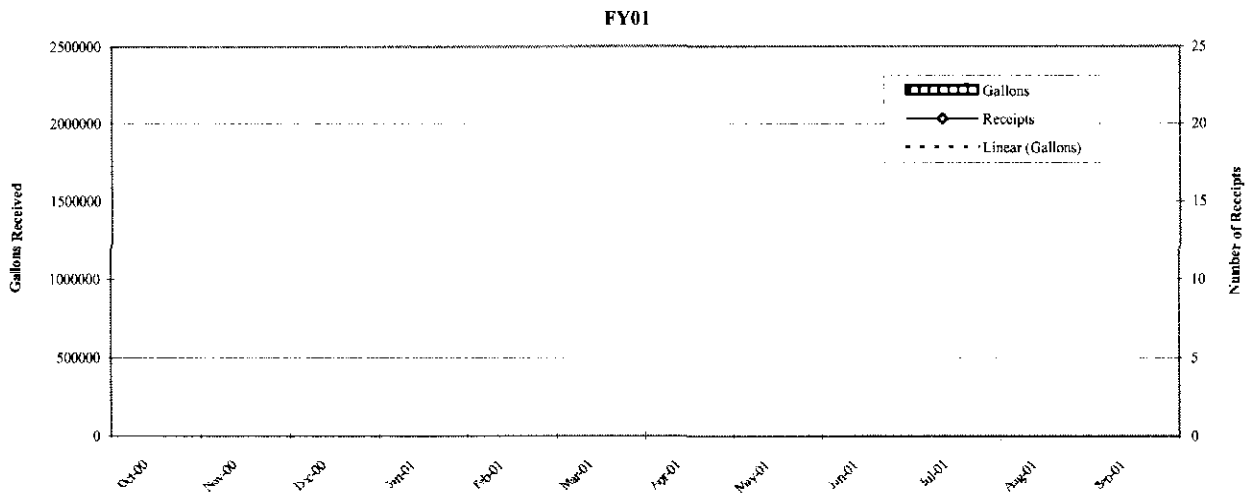
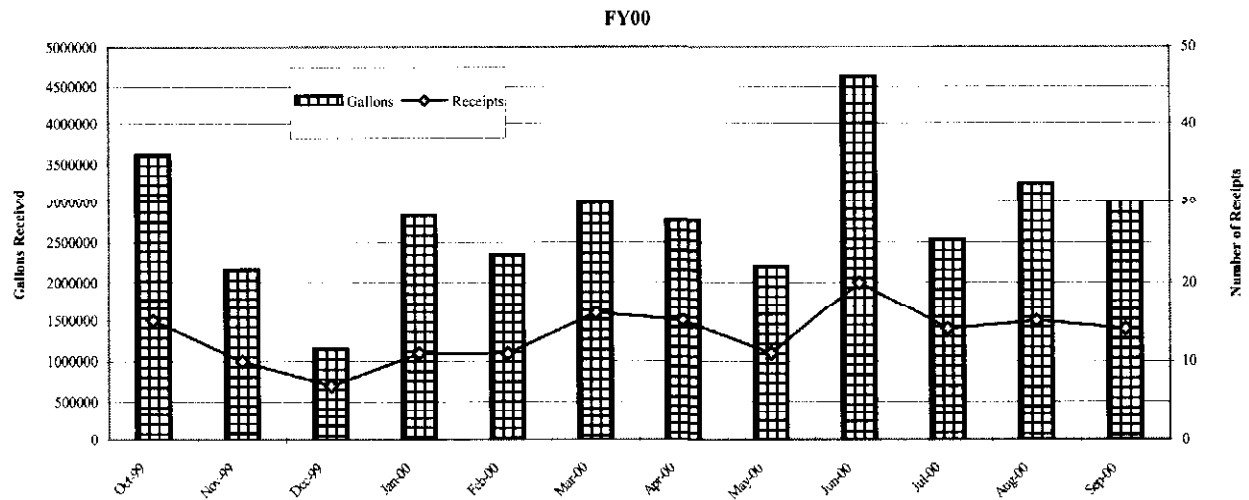


EXHIBIT 2
Jet Fuel Issue Data and Trends for NAS Fallon
 (All figures in gallons)

Month	FY96	FY97	FY98	FY99	FY00	FY01
October	3516580	4427390	3848235	3297179	2604769	
November	3441703	3194285	2119565	1792712	2191914	
December	1485086	2088239	1147051	1233181	1076034	
January	2383652	1501117	3278950	2957299	3228620	
February	2256661	2970884	1857488	2959046	2008549	
March	2391733	3975056	3687846	3209965	3313280	
April	4240491	3520039	3180135	3089539	2862536	
May	3683385	2048717	2534158	3612367	2482281	
June	4307500	2258536	3193978	3126772	4219834	
July	1729075	930273	1719290	1995054	2768019	
August	2919854	4085844	3064744	3970298	3002566	
September	2787448	4322839	1713903	4099069	3152856	
Total	35143168	35323219	31345343	35342481	32911258	0

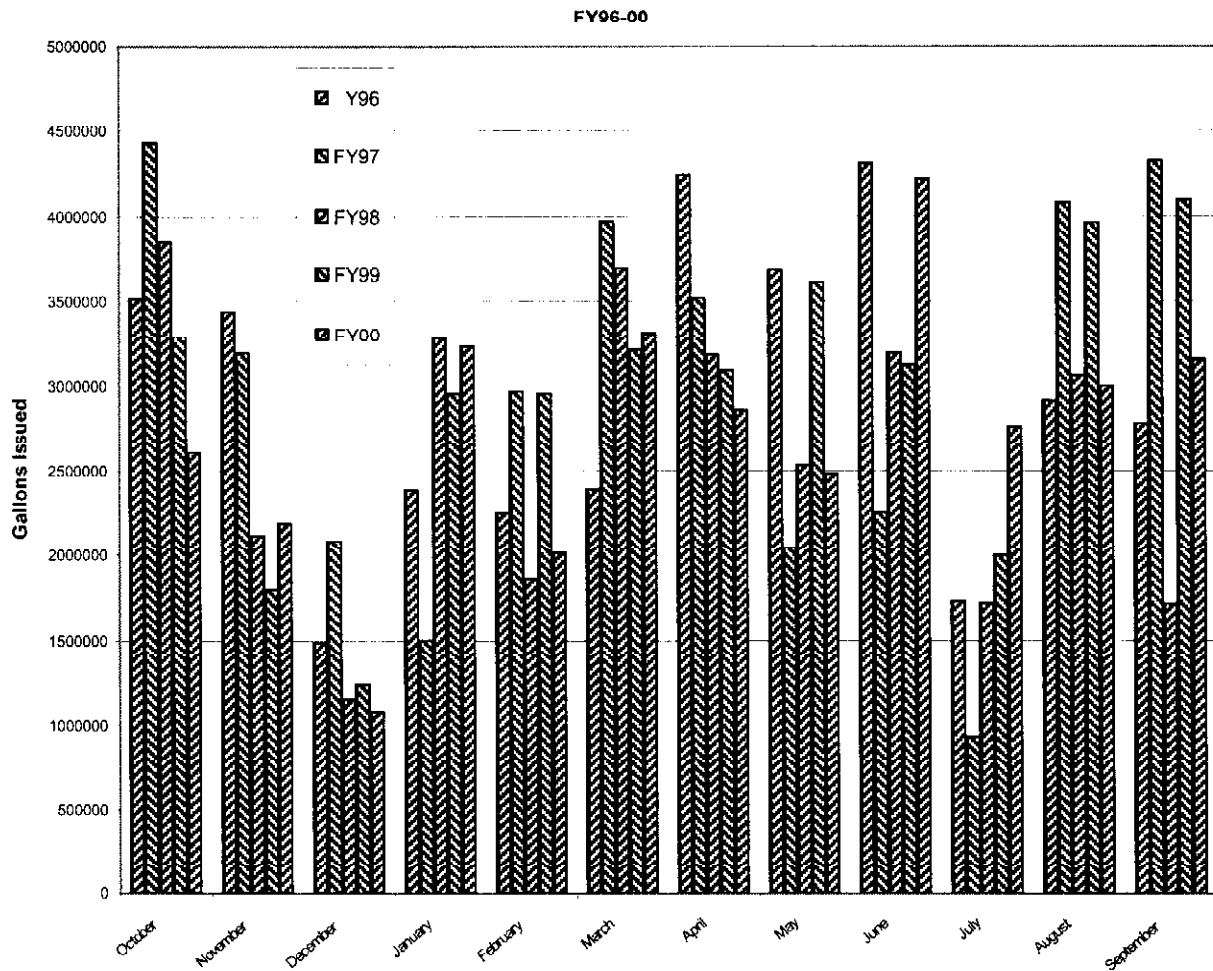


EXHIBIT 3
Fuel Services Workload Data
Fiscal Year 1999

Month	TrkWkdys	PitWkdys	TrkWknds	PitWknds	TotalTruck	TotalPit	Total
Oct-98							
Nov-98							
Dec-98							
Jan-99	2419	585	41	8	3045	593	3638
Feb-99	2023	288	78	15	2389	303	2692
Mar-99	2169	185	91	15	2445	200	2645
Apr-99	2090	376	113	41	2579	417	2996
May-99	3071	907	142	0	4120	907	5027
Jun-99	2841	470	183	9	3494	479	3973
Jul-99	1449	469	97	0	2015	469	2484
Aug-99	2435	142	238	4	2015	146	2961
Sep-99	2950	18	155	16	3123	34	3157
Year Total	21447	3440	1138	108	26025	3548	29573

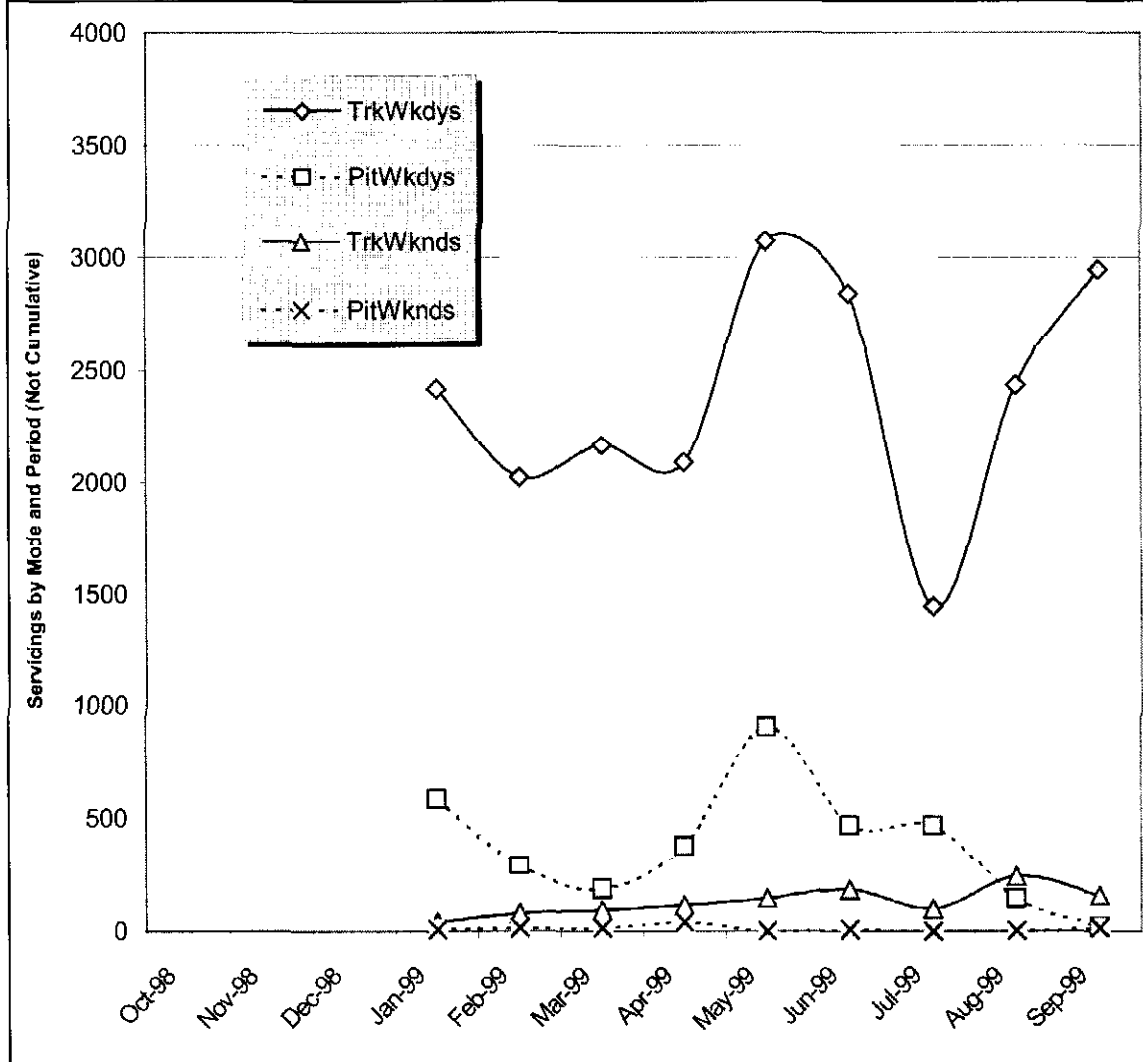
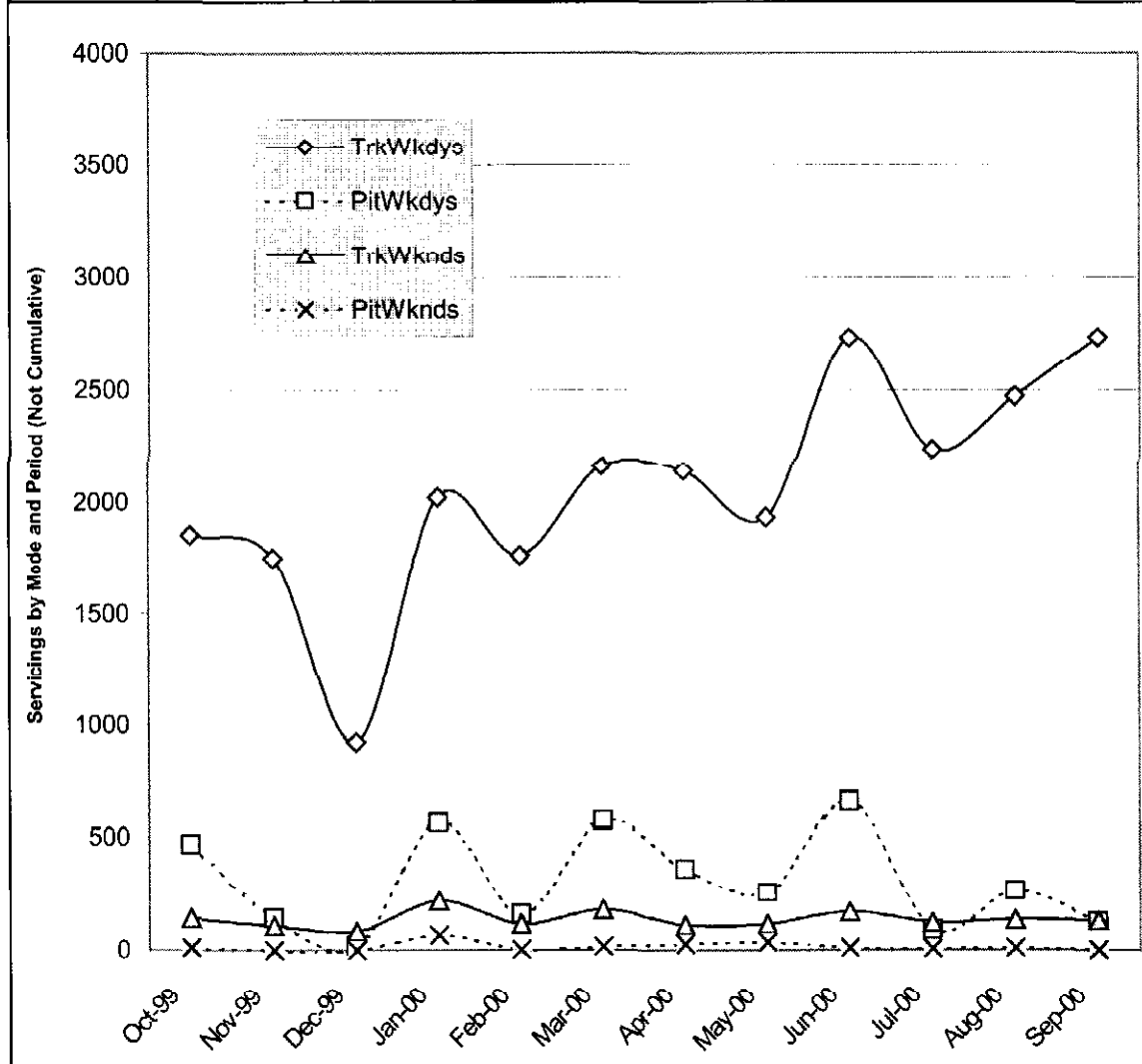



EXHIBIT 4
Fuel Services Workload Data
 Fiscal Year 2000

Month	TrkWkdys	PitWkdys	TrkWknds	PitWknds	TotalTruck	TotalPit	Total
Oct-99	1856	469	141	12	1997	481	2478
Nov-99	1756	142	106	0	1862	142	2004
Dec-99	926	18	84	0	1010	18	1028
Jan-00	2023	566	220	66	2243	632	2875
Feb-00	1767	157	116	2	1883	159	2042
Mar-00	2164	574	179	15	2343	589	2932
Apr-00	2143	361	110	26	2253	387	2640
May-00	1935	256	114	34	2049	290	2339
Jun-00	2733	660	170	10	2903	670	3573
Jul-00	2241	92	124	8	2365	100	2465
Aug-00	2473	265	137	10	2610	275	2885
Sep-00	2734	128	130	2	2968	130	3098
Year Total	24751	3688	1631	185	26486	3873	30359



REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2000-0340
Revision No.: 1
Date of Last Revision: 12/14/2000

State: Nevada

Area: Nevada County of Churchill

Employed on Army contract for aircraft refueling at NAS.

Collective Bargaining Agreement between Seair Transport Services, Inc and International Association of Machinists and Aerospace Workers, AFL-CIO effective May 5, 2000 through September 30, 2002.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

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EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

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LETTER OF AMENDMENT

It is understood and agreed that the wage rate increase that went into effect for the bargaining unit employees effective May 5, 2000, in accordance with the wage tables outlined in Article XIII, Section 1, of the collective bargaining agreement, will be suspended effective August 1, 2000.

The applicable minimum hourly rates of pay for the term of the collective bargaining agreement shall be as follows:

	<u>8/1/2000</u>	<u>10/1/2000</u>	<u>10/1/2001</u>
Lead Driver	\$14.29	\$15.23 + CPI	CPI
Dispatcher/MV Dispatcher	\$10.25	\$11.07 + CPI	CPI
Fuel Truck Driver/Heavy Truck Driver	\$14.04	\$14.97 + CPI	CPI
Fuel Distribution System Operator/FDSO	\$15.21	\$16.17 + CPI	CPI
Fuel Distribution System Mechanic/FDSM	\$16.36	\$17.36 + CPI	CPI
Power Mechanics/Heavy Equipment Mechanic	\$16.36	\$17.36 + CPI	CPI
Lox Helper/Cryogenics Helper	\$ 8.50	\$ 9.26 + CPI	CPI


All Consumer Price Index increases referred to in this Agreement will be based on the Bureau of Labor Statistics, United States City Average, Urban Wage Earners and Clerical Workers (1982-84 = 100 Index), increases during the preceding year, respectively with a minimum of Three Percent (3%) and a maximum of Five Percent (5%). For purposes of computing the 10/1/2000 and 10/1/2001 Cost of Living Increases, the August, 2000 and August, 2001 CPI figures will be utilized.

Section 2, 3 and 4 of Article XIII of the collective bargaining agreement will remain as written.

In return for this concession in wage rates, the Employer shall allow any bargaining unit employee the option of receiving all or part of the Two Dollars and Fifty-Six Cent (\$2.56) per hour fringe benefit amount in cash depending on if the employee elects to participate in the health and welfare, pension or sick leave plans.

The "cash out" option for the \$2.56 per hour fringe benefit amount will be made available effective August 1, 2000 and shall remain available as an option through the term of the collective bargaining agreement.

FOR SEAIR TRANSPORT SERVICES, INC.:

By: 
Tsdale M. Carver, President

FOR THE UNION:

By: 
Mark Martin, Business Representative

Date: July 27-2000

Date: July 24, 2000

COLLECTIVE BARGAINING AGREEMENT

2000-2002

between

SEAIR TRANSPORT SERVICES, INC.

and

**MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA**

for and on behalf of

CACTUS LOCAL LODGE NO. 801

Reno, Nevada

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO**



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AGREEMENT

This Agreement entered into this 5th day of May, 2000 by and between SEAIR TRANSPORT SERVICES, INC. (hereinafter referred to as the "Company") and MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA for and on behalf of CACTUS LODGE NO. 801, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I: INTENT AND PURPOSE

Section 1. In setting forth certain provisions pertaining to wages, hours of work and working conditions, the Company and the Union have agreed to cooperate in establishing and maintaining a harmonious relationship and have provided procedures for the peaceful settlement of all grievances that may arise under this Agreement.

ARTICLE II: RECOGNITION

Section 1. The Company herein recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions pertaining to employment for all of the employees in the bargaining unit hereinafter set forth.

Section 2. In the event the Company introduces new work which the Union believes does not fall within the existing classifications, the Company and the Union shall, upon written request, enter into negotiations for the necessary classification of work and shall agree on the wage scale applicable thereto. If no agreement is reached, the dispute shall be referred to arbitration as provided in the Grievance Procedure. Pending final settlement of the proper rate for the new work, the work shall be performed at the rate of pay established by the Company. When a permanent rate is established, it shall become effective on the date the work was first performed in the plant.

ARTICLE III: BARGAINING UNIT

Section 1. The bargaining unit shall consist of all full-time and regular part-time drivers, dispatchers, fuel distribution system mechanics, fuel distribution system operators, mechanics, and LOX farm employees, employed by the Company at its Fallon, Nevada Naval Air Station facility as defined in N.L.R.B. Case 32-RC-4583, excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act.

ARTICLE IV: UNION SECURITY / DUES CHECKOFF

Section 1. All employees shall, as a condition of employment, become members of the Union thirty-one (31) days after their ~~date~~ of hire or thirty-one (31) days after the effective date of this Agreement and they shall remain ~~members~~ in good standing in the Union for the duration of this Agreement.

Section 2. The Company shall deduct each pay period one-half (1/2) of the monthly membership dues and/or initiation fee from the earnings of the employees, who have so authorized in writing, and remit same to the Union. Such authorization shall conform to applicable State and Federal laws to be valid.

Section 3. The Company shall notify the Union of all job openings within the bargaining unit covered by this Agreement. The Union may refer applicants for such openings. In interviewing and hiring for such job openings, the Company will not discriminate against any applicant referred by the Union. The Employer shall be the judge of the qualifications of his employees and applicants.

Section 4. When an employee is hired, the Company will notify the employee of this contract and his obligation for membership under this contract. Within ten (10) calendar days following the date of hire, the Company shall notify the Union in writing of the name, date of hire, classification, rate of pay, address and social security number of the newly hired employee.

Section 5. In the application of this Section, when the Employer is notified by the Union in writing that an employee has failed to make application and tender the Union initiation fee or reinstatement fee, or is not a member in good standing by failing to tender the Union dues, the Company shall, within ten (10) working days, terminate such employee. Such employee shall not be rehired by the Company during the life of this Agreement unless the employee becomes a member in good standing in the Union as defined by law.

Section 6. The Union agrees to and will hold the Company harmless and will indemnify the Company from any and all claims that may be asserted as a result of the enforcement of this Section of the Agreement.

ARTICLE V: MANAGEMENT RIGHTS RESERVED

Section 1. The Employer reserves and retains, solely and exclusively, all of its inherent rights to manage the business. The Employer alone shall have the full and exclusive authority to determine and direct the policies, procedures, and methods of operating its business. Without limiting the generality of the foregoing, the sole and exclusive rights of management include, but are not confined to, the right to determine, and from time to time, to redetermine the number, types, and locations of its operations and the methods, equipments, and processes to be employed; to discontinue or automate methods, equipment, processes or operations; the right to determine the qualifications for new employees, and to select its employees; to determine the size and composition of its workforce; to determine production and work schedules and methods of work and production; to determine the number and type of equipment, machinery, materials and supplies to be used or operated and the products to be manufactured, processed or sold or the services to be rendered or supplied; to hire, promote, transfer, assign, layoff for lack of work, and recall employees to work; to reprimand, terminate, or otherwise discipline employees; to determine the amount and types of work needed; to determine and make the assignments of work; to schedule the hours and days to be worked on each job in each shift; to discontinue, transfer, or assign all or any part of its business operations; to expand, reduce, alter, combine, transfer, assign or to control and regulate or discontinue the use of supplies, equipment, machinery, and processes and any other property owned, used, leased, or possessed by the Employer, to establish, modify and enforce reasonable house rules or regulations, policies, and practices; to introduce new, different or improved methods, means and processes or transportation, production, maintenance, service and operation; and otherwise, generally to manage the facility and direct the workforce; the Employer's failure to exercise any function or right in any particular way shall not be deemed a waiver of its rights to exercise such function or right, nor to preclude the Employer from exercising the same, in some other way not in conflict with the express provisions of this contract.

Section 2. The above enumerated rights of management are not all inclusive, but indicates the types of manner which belong to and are retained by the Employer.

Section 3. Except as specifically abridged, delegated, granted or modified by this contract, or by any supplementary contracts that may be made hereinafter, all of the rights, powers and authority of the Employer existing prior to the signing of the contract are retained by the Employer and remain exclusively and without limitation within the rights of management.

Section 4. All provisions of this contract shall be equally effective under any sub-contract work performed in or outside of the establishment of the Employer within the classification of work as set forth in the terms of this contract.

ARTICLE VI: HOURS OF WORK AND OVERTIME

Section 1. A shift shall consist of eight (8) consecutive hours, excluding lunch. This shall constitute a normal workday for full-time regular employees as defined.

Section 2. Regularly scheduled full-time employees shall have a fixed starting time. When an employee is required to work on a shift other than his regularly scheduled shift, he shall be given at least twenty-four (24) hours' notice of such assignment, except in cases of emergency, unforeseen circumstances, upon the direction of the government if necessary to meet contract requirements or by mutual consent.

Section 3. All work performed in excess of eight (8) hours in a day or in excess of forty (40) hours in a workweek shall be compensated at one and one-half (1-1/2) times the regular established pay rate. With the agreement of the Union and the affected employees, the Employer may institute a ten (10) hour, four (4) day workweek schedule. In this instance all work performed in excess of ten (10) hours in a day or in excess of forty (40) hours in a workweek shall be compensated at one and one-half (1-1/2) times the regular established pay rate.

Section 4. Overtime work will first be offered on a voluntary basis. If there remains an insufficient number of volunteers to meet the work demands, the overtime will be assigned by inverse seniority in the affected job classification. Such an assignment is mandatory. The Company shall divide all overtime work as equitably as practical to all employees qualified to perform the required work.

Section 5. Eight (8) hours must elapse between any two (2) regularly scheduled shifts. Should a period of eight (8) hours not elapse between the end of any one (1) regularly scheduled shift and the beginning of the next regularly scheduled shift, then overtime wages of one and one-half (1-1/2) times the regular rate of pay shall prevail.

Section 6. Regular full-time employees are those who are not in a temporary or introductory status and who are regularly scheduled to work Seair's full-time schedule.

Section 7. Part-time employees are those who are not assigned to a temporary or introductory status and who have averaged Thirty-Two (32) hours per week for the preceding Thirteen (13) weeks.

Section 8. When a full-time employee or part-time employee is called into work outside of his regular established schedule, he shall receive not less than four (4) hours of pay for each call-in. Unless such a call-in is for a mandatory meeting. In such a case, the employee will be paid a minimum of two (2) hours.

Section 9. An employee injured while working on the job and therefore unable to finish his day's work shall be paid for the full day.

Section 10. When, upon medical release and return to work, there is a bona fide recurrence of the injury on the job and an authorized representative of management acting on the recommendation of a Doctor excuses the employee from work, he shall be paid for the balance of the shift.

Section 11. When a celebrated holiday falls within an employee's normal workweek, he shall be paid at one and one-half(1-1/2) times his regular rate of pay. In addition to this wage, the employee shall be paid holiday pay as outlined in this Agreement.

Section 12. Any paid leave time (i.e., vacation, holiday, jury duty....) is considered as time worked under this Agreement.

ARTICLE VII: HOLIDAYS

Section 1. Employees who have completed their probationary period shall be eligible for Holiday Pay if they are regularly scheduled to work any of the following holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday (Effective 1/1/2001)	

Section 2. All part-time employees shall receive holiday pay on a pro-rata basis. The pro-rata equivalent will be based on the hours the employee has worked for the preceding four (4) weeks.

Section 3. Unless on paid leave status, all full-time employees will receive eight (8) hours of holiday pay.

Section 4. If one (1) of the holidays fall on a regularly scheduled workday during an employee's vacation, he shall be entitled to one (1) additional day of vacation with pay to be taken off some time as may be mutually agreed to between the Company and the employee in order to permit orderly operations of the facility. If a holiday falls on an employee's day off, the employee shall receive an additional day off as his holiday. All holidays will be observed as if they were a Federal holiday.

Section 5. Where an employee works at two (2) or more classifications during a week in which a paid holiday occurs, he shall be paid for such holiday, provided he qualifies under the provisions of this Article, at the rate for the classification in which he worked Fifty Percent (50%) or more of his time during the workweek in which the holiday occurs.

ARTICLE VIII: VACATIONS

Section 1. Each employee's vacation shall accumulate on the following basis on the employee's anniversary date of hire, provided; however, that employees employed as of the Union recognition date who have less than two (2) years of service shall be grandfathered with their current level of two (2) weeks of vacation. A part-time employee who becomes full-time shall receive full credit for all years of service.

After One (1) Year of Service	One (1) Week
After Two (2) Years of Service	Two (2) Weeks
After Five (5) Years of Service	Three (3) Weeks
After Eight (8) Years of Service	Four (4) Weeks

Section 2. For terminated employees, they shall be entitled to the pro-rata equivalent of vacation pay earned provided that they have worked a minimum of six (6) months. Employees who have not worked six (6) months are not entitled to a pro-rata distribution.

Employees may carry up to eighty (80) hours of unused vacation into subsequent years. When an employee has accumulated one hundred and sixty (160) hours of vacation, he will be unable to accrue additional vacation until he has taken vacation days and reduced the amount of vacation hours to below one hundred and sixty (160) hours.

Section 3. Employees eligible for vacation shall be permitted to schedule on the vacation bid schedule their earned vacation benefits in blocks of five (5) consecutive days. Individual days of vacation shall be taken upon giving at least a forty-eight (48) hour notice to their supervisor; however, in the event of a personal emergency, individual days of vacation may be taken without the required forty-eight (48) hours' notice.

Section 4. Vacation bid schedules shall be posted in March of each year for employees to choose vacation periods. This schedule shall be posted for thirty (30) days at which time the eligible employees may choose their vacation period by seniority. After the bid schedules are removed, selection of open vacation periods shall be on a first come, first served basis. Vacation denial shall be made within two (2) weeks of the close of the vacation schedule or within forty-eight (48) hours of a request to the supervisor.

Section 5. In the case of the death of an employee, the Company shall pay all accumulated vacation time due him to the surviving spouse. If there is not surviving spouse, the vacation pay shall be paid directly to his estate.

Section 6. Vacation is accumulated and accrued on a monthly basis.

ARTICLE IX: SENIORITY / JOB VACANCIES

Section 1. An employee's seniority is defined as his length of continuous service as an employee within the bargaining unit in the classification provided for in this Agreement. It shall be applied as follows (current and predecessor companies):

Section 2. An employee will be considered to be in their probationary period for the first ninety (90) calendar days of their employment. The Company, upon written notice, may extend the probationary period for another thirty (30) calendar days; such written notice to be given to the employee and the Union prior to the expiration of the first thirty (30) calendar day probationary period. Once an employee completes their probationary period, their seniority shall be retroactive to their most recent date of hire with the Company. An employee may be terminated or disciplined at any time during their probationary period and such termination or discipline shall not be subject to the grievance procedures of this contract.

Section 3. In the event that work becomes slack and the Company deems it necessary to reduce the working force in any of the classifications, the employee with the least seniority in the classification shall be the first employee laid off. It is provided, however, that if such employee has worked with the Company in a lower classification, he may, at his option, in lieu of layoff, exercise his total seniority in said lower classification plus any seniority accumulated in the higher classification for the purpose of bumping the employee with the least seniority in the lower classification. Employees bumping into a lower classification will be paid at the highest wage rate of the lower classification.

Section 4. In rehiring and recalling, reversing the above procedure will be used.

Section 5. An employee so reduced in classification due to curtailment of employment shall have the first opportunity to resume his higher classification when his former job is available in line with his seniority.

Section 6. Employees who exercise their option to bump an employee because of seniority during a layoff must be technically qualified and competent to perform the work in the new qualification and willing to take the rate of pay of the classification into which they are bumping. The final determination as to technical qualification will be made by the Seair, Inc. manager. The right to bump due to seniority can be made only once per layoff.

Section 7. Where there are special conditions or complications due to special multiple job titles and addendum, it is the intent that the Union and the Company will thoroughly and completely arrive at a mutually acceptable solution covering these special conditions.

Section 8. In case of a layoff of one (1) week or more in job classifications, the employee with the least seniority shall be laid off first, provided that the employees remaining in the respective classification(s) have at least the same qualifications, employment records and abilities to do the work in a satisfactory manner and time. In recall back to work, the employee with the most seniority shall be recalled first, provided the same conditions shown above are met.

Section 9. The Employer will comply with the Worker's Adjustment and Retraining Notification Act (WARN Act). In essence, the WARN Act requires that an Employer give an employee and the Union sixty (60) days' notice in the event of a plant closing and/or mass layoff.

In the event that a layoff involves one or a few full-time employees, the Employer will give the full-time employee seven (7) days' notice for any layoff that will be greater than five (5) working days. If the notice is not so given, the full-time employee will be paid one (1) day for each day short of the seven (7) days' notice.

Section 10. Shop Stewards shall be the last laid off provided they are qualified to perform the available work. The Employer shall be the sole determiner of the Stewards' qualifications.

Section 11. Any temporary openings of one (1) week or more shall first be offered to the most senior employee if qualified.

Section 12. When vacancies occur in any job classification covered by this Agreement, the Company shall post notices of such vacancies for a period of at least five (5) days. The Company shall give full consideration to qualified employees within the bargaining unit who have signed said posted notice and not discourage said qualified employees before hiring an outside applicant.

Section 13. Job vacancies, once posted, shall be filled on the basis of an employee's qualifications, abilities, and employment record. Qualifications, abilities and employment record being equal, the employee with more seniority shall be given preference for the position. The Company shall be the judge of the qualifications of employees and applicants for employment.

Section 14. An employee shall lose his seniority and his continuous employment shall be broken for any of the following reasons:

- (a) Resignation.
- (b) Discharge for just cause.
- (c) Layoff or absence due to injury. For all employees employed by SEAIR, Inc. for one (1) year or greater, absence from work for one (1) year. For employees employed by SEAIR for less than one (1) year, absence from work for four (4) weeks. This is true provided that the employee was not terminated (by SEAIR, Inc. or others) or laid off by previous companies/parties to government contract at the Fallon Naval Station.

- (d) Failure to return to work at the expiration of a leave of absence.
- (e) Failure to return to work within ten (10) days after being recalled from layoff unless excused by the Company.
- (f) Absence of three (3) consecutive workdays without reporting to the Company.

Section 15. Any employee transferred or promoted to a position in the plant which is outside the bargaining unit shall be credited for seniority purposes with his seniority at the time of his promotion out of the bargaining unit, such credit to remain in effect for a period of not to exceed two (2) years. However, the employee shall not accrue seniority credit while outside the bargaining unit.

ARTICLE X: BEREAVEMENT LEAVE

Section 1. In the event of a death in the immediate family of an employee who has six (6) months of continuous employment with this Employer, the employee shall be granted a paid leave of absence not to exceed three (3) days, if the funeral is within the continental United States or five (5) if the funeral occurs outside of the continental United States. This provision does not apply if the funeral occurs during the employee's vacation or while on leave of absence, layoff, sick leave or regularly scheduled days off. The immediate family shall mean only a father, mother, brother, sister, spouse, child, step-child, grandparent or grandchildren.

Section 2. The Employer may demand verification of the death and the relationship. The employee must notify his/her supervisor as soon as possible of the death and his necessary absence from work.

Section 3. Funeral leave applies only in instances in which the employee actually attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

ARTICLE XI: DISCIPLINE/WARNING NOTICES

Section 1. The Company shall have the right to maintain the discipline and efficiency of its operations. The Company may only discipline, suspend or terminate employees for reasons of just cause.

Section 2. An employee may be terminated or disciplined at any time during their probationary period and such discipline or termination shall not be subject to the grievance procedure of this contract.

Section 3. Written disciplinary actions (notices of verbal counseling, written warnings, suspensions and terminations) issued to an employee must specify the events or actions for which the notice is issued.

Section 4. Notices of verbal counseling and written warnings shall not be used as a basis of discipline after a period of one (1) year. Suspensions shall not be used as a basis for discipline after a period of eighteen (18) months.

ARTICLE XII: GRIEVANCE PROCEDURE AND ARBITRATION

A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees, the Steward or Stewards or the Union concerning rates of pay, hours or working conditions set forth herein or the interpretation or application of this Agreement. All grievances shall be processed in accordance with the following procedure:

Step 1. Oral Procedures - No matter shall be considered a grievance until it is first taken up orally by the employee and/or Shop Steward with the immediate foreman or supervisor who will attempt to settle the matter. All grievances shall be taken up with the appropriate Company representative within five (5) days after the grievant or the Union's first knowledge of said grievance.

Step 2. Steward and Foreman (Written Grievance) - The Shop Steward shall take up the grievance with the immediate foreman or supervisor who will attempt to adjust the grievance and the Company will render a decision in writing within five (5) working days from the time of its presentation to him. When an unsatisfactory answer is received, the grievance may be referred to Step 3 in writing. If the grievance is unanswered at the expiration of five (5) working days, the grievance will automatically be referred to Step 3.

Step 3. Business Representative and Management - The Business Representative or authorized Union representative (not a Shop Steward) and an authorized representative of the Company, shall meet within five (5) working days. The Company shall render an answer in writing within ten (10) working days after such meeting. When an unsatisfactory answer is received, or if the grievance is unanswered within the above time limit, the grievance may be referred to a Grievance Review Committee as set forth in Step 4.

Step 4. Grievance Review Committee - There shall be a committee known as the Grievance Review Committee composed of two (2) Company representatives and two (2) Union representatives. It is understood that no Union Representative or Company representative shall have directly or indirectly participated in the previous grievance steps.

The Committee shall meet at a place and time designated by the Company and the Union to hear cases referred to it in the order received.

The Grievance Review Committee shall review the cases presented to it, investigate the circumstances and facts, hear testimony and question witnesses. The decision of the majority of the Grievance Review Committee shall be final and binding on the Company and the Union. Such decision shall be within the scope and terms of this Agreement, but shall not add to, subtract from, alter or change the scope and terms of this Agreement. The decision shall be rendered in writing within ten (10) days from the time of presentation to the Grievance Review Committee and shall specify the effective date of the decision.

In the event the Grievance Review Committee cannot reach a majority decision or fails to render a written decision within the above-set time limit, the plaintiff may appeal to Step 5 - Arbitration. Such appeal shall be made in writing within five (5) working days.

Step 5. Arbitration - If the Business Representative of the Union wishes to carry the grievance beyond Step 4, the following procedure shall apply:

The Union's Business Representative shall make a request to the designated Company representative in writing within thirty (30) calendar days after receipt of the answer to Step 4 to meet for the purpose of mutual selection of an arbitrator. If the parties fail to agree, a request shall be made to the Federal Mediation and Conciliation Service by the party aggrieved within fifteen (15) calendar days after the meeting above for a panel of seven (7) names of arbitrators. A coin toss will determine which party will strike the first name after which the parties will alternately strike names until only one (1) remains and this person will be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and shall be in accordance with the terms and conditions of this Agreement. He shall not have authority to alter in any way the terms and conditions of the Agreement. The arbitrator's fees and expenses and any mutually agreed to clerical or stenographic expense incident to the arbitration shall be borne equally by the Company and the Union.

Except where the arbitrator determines that circumstances warrant otherwise, arbitration decisions shall be rendered within sixty (60) days of the hearing.

A grievance appealed to any step of the procedure set forth herein shall not be further discussed or settled in any prior step except by mutual agreement of the designated representatives in the step to which such grievance has been appealed.

General Rules:

- (a) Time limits may be extended by mutual agreement.
- (b) In the event the Union or the Company has a grievance, the grievance shall be processed directly into Step 4.
- (c) Grievances regarding alleged improper discharge or layoff must be filed within three (3) working days after such discharge or layoff and shall be heard commencing with Step 3.

ARTICLE XIII: WAGES AND JOB CLASSIFICATIONS

Section 1. The following minimum hourly rates of pay shall prevail during the term of this Agreement:

<u>Classification</u>	<u>Current</u>	<u>Date of Ratification</u>	<u>10/1/2000</u>	<u>10/1/2001</u>
Lead Driver	\$14.29	\$14.98	\$15.23 + CPI	CPI
Dispatcher/MV Dispatcher	\$10.25	\$10.82	\$11.07 + CPI	CPI
Fuel Truck Driver/ Hvy. Truck Driver	\$14.04	\$14.72	\$14.97 + CPI	CPI
Fuel Distribution System Operator/FDSO	\$15.21	\$15.92	<u>\$16.17 + CPI</u>	CPI
Fuel Distribution System Mechanic/FDSM	\$16.36	\$17.11	\$17.36 + CPI	CPI
Power Mechanics/ Hvy. Equip. Mech.	\$16.36	\$17.11	\$17.36 + CPI	CPI
Lox Helper/ Cryogenics Helper	\$ 8.50	\$ 9.01	\$9.26 + CPI	CPI

All Consumer Price Index increases referred to in this Agreement will be based on the Bureau of Labor Statistics, United States City Average, Urban Wage Earners and Clerical Workers (1982-84=100 Index), increases during the preceding year, respectively with a minimum of Three Percent (3%) and a maximum of Five Percent (5%). For purposes of computing the 10/1/2000 and 10/1/2001 Cost of Living Increases, the August 2000 and August 2001 CPI Index figures will be utilized.

Section 2. All full-time employees shall be classified in one (1) of the job classifications listed above based upon which classification each employee expends eighty percent (80%) of his time. Employees may be called upon to perform other duties as work requires or the Company deems necessary, but the employee shall not be paid less than his regular rate. Furthermore, should the employee perform work in a higher paid classification, the employee will receive the higher wage for all hours worked in that higher classification (special duty rate). On-call and irregularly scheduled employees shall be paid at the rate(s) applicable to the classification(s) wherein they work. The manning needs of any classification covered by this Agreement shall be determined solely by the Company.

Section 3. When an employee in any of the classifications in the Agreement is temporarily assigned to a higher classification of work, he shall receive pay at the higher rate for actual hours worked.

Section 4. The Company will maintain the current ratio of part-time workers to full-time workers. However, the Employer may increase the percentages of either classification through attrition.

**ARTICLE XIV: BENEFIT PACKAGE / HEALTH AND WELFARE/
PENSION / SICK LEAVE**

Section 1. The Company shall pay to each employee Two Dollars and Fifty-Six Cents (\$2.56) per hour worked to provide fringe benefits provided the employee has completed his/her probationary period as outlined in this Agreement. In addition to completing the probationary period, employees would have to average at least thirty (30) hours per week for the preceding thirteen (13) weeks for benefit eligibility. For the purpose of this Section, hours worked shall include vacation and holidays. Such benefits shall begin on the first day of the month following completion of the probationary period. As part of this Two Dollars and Fifty-Six Cents (\$2.56), each employee shall be provided life, medical and drug coverage. These medical, drug and life insurance policies will be continued in effect for the duration of this Agreement although the provider of said benefits may be reviewed and is considered a continued opener in this agreement.

An employee may elect to refuse the medical and drug insurance provided the employee submits written proof of other health insurance coverage and signs a waiver refusing said coverage. All employees would be required to maintain the life insurance. The remaining part of the Two Dollars and Fifty-Six Cents (\$2.56) per hour shall be paid to the 401-K Plan as described in this Agreement.

If an employee wishes, he/she may insure his/her own dependents at his/her expense for the amount not covered by the fringe amounts.

The employee shall have the option of adding dental and/or vision insurance for the employee and his/her dependents at his/her own expense for the amounts not covered by the fringe benefit amounts.

Section 2. Another part of the Two Dollars and Fifty-Six Cents (\$2.56) shall be used to pay for Sick Leave. Each employee shall accrue five (5) sick days per year. All unused sick leave will be paid at the end of each government contract year. All accumulated sick leave will be either transferred to the successor company and/or paid to the employee upon termination of the employer's contract with the government.

Section 3. Any remaining part of the Two Dollars and Fifty-Six Cents (\$2.56) per hour in fringe benefits not used to pay for employee insurance coverage and sick leave shall be paid into a 401-K plan administered by the Company or the Union. The parties agree to abide by the fringe benefit computation method in Schedule "A" of this agreement.

ARTICLE XV: NO STRIKES / NO LOCKOUTS

Section 1. The Union agrees that it shall not engage in, authorize or recognize any strikes, picketing or other interruption of the Company's normal operations during the term of this Agreement; the Company agrees that it shall not lock out the employees during the term of this Agreement.

Section 2. Notwithstanding the provisions of this Agreement, any party aggrieved by a violation shall have the right to seek a remedy for such violation before the National Labor Relations Board or a Court of competent jurisdiction.

Section 3. It shall not be a violation of this Article for an employee to refuse to cross a sanctioned picket line established by the I.A.M. & A.W. or an AFL-CIO affiliate provided the minimum staffing levels required under the government contract are met.

ARTICLE XVI: BULLETIN BOARDS

Section 1. The Company shall provide bulletin boards in a satisfactory place for posting by the Union of notices. Notices will be restricted to notices to members of Union meetings, activities, elections and results of elections. No material of an inflammatory or derogatory nature will be posted. All other notices shall be subject to review and approval of the Company before posting.

ARTICLE XVII: VISITATION RIGHTS

Section 1. Union representatives shall have reasonable access to the facility by permission of the Company and clearance by the Base Commander.

ARTICLE XVIII: GENERAL PROVISIONS

Section 1. The Company agrees that it will not discriminate against any employee because of his membership or activity in the Union.

Section 2. The Company shall furnish all special tools and equipment necessary for the performance of work and all such equipment shall be in safe working order. Special tools and equipment shall include, but not be limited to, flashlights, batteries, gloves, power and pneumatic tools. Employees will furnish normal handtools. Those employees required to furnish their own handtools under this contract are classified as a Power Mechanic Heavy Equipment Mechanic.

Section 3. The Company shall furnish rain gear for each employee covered by this Agreement with the exception of dispatchers. This rain gear shall consist of rain coat and rain pants.

Section 4. The Company shall provide all employees with an annual allowance, or as needed due to excessive wear and tear, of Seventy-Five Dollars (\$75.00) with which to defray the cost of safety shoes. Dispatchers are the only classification excluded from this provision. This allowance is applied on a contract-year basis.

Section 5. Uniforms will be provided by the Company without cost to the employees and shall be worn and/or utilized by the employees in the performance of their job tasks. The Employer will provide a uniform service company that will maintain the uniforms at no cost to the employees.

Section 6. ✓ Each employee who is required to furnish hand tools shall receive a tool allowance of One Hundred Dollars (\$100.00) each calendar quarter with the first allowance due for calendar quarter ending December 31, 1999. Payment for the quarter ending will be made in paychecks distributed at the end of the month following each calendar quarter. This allowance is applied on a contract-year basis.

Section 7. The Company shall furnish back support belts for use by employees covered by this Agreement.

Section 8. There shall be no deduction from employee's pay covered by this Agreement except as provided in this Agreement or as required and in the manner prescribed by law or as mutually agreed to by the Company and the Union and as authorized in writing by an employee.

Section 9. Employees shall be paid bi-weekly. There shall be no unreasonable delay in the payment of wages on payday. When payday falls on a Saturday, Sunday or recognized holiday, the last workday preceding shall be considered as payday. The Company will be allowed seven (7) days for holdback purposes. Paydays will be every other Friday.

Section 10. Within ninety (90) days subsequent to the signing of this Agreement, the Company shall furnish the Union with a seniority list covering all employees within the bargaining unit listing their names, classifications and status (active, leave of absence, layoff, etc.)

Section 11. When the Company is requested in writing by the Union, he shall furnish a revised up-to-date seniority list. Such request shall not be made more often than once in any calendar year.

Section 12. At any time following the hiring of an employee, the Company may require the employee to take a physical examination. The cost of such medical examinations shall be paid by the Company. The intention here is to avoid having employees on jobs which might jeopardize their health or the safety and health of others. Should the medical examination disclose such conditions, the Company will make every effort to assign an employee to other work in his classification and within his capability.

Section 13. When available to the Company, a copy of the medical report will immediately be furnished to the employee.

Section 14. Before any sale, assignment or other change in ownership is made by the Company party to this Agreement, the new owner shall be fully informed as to all terms and conditions of this Agreement.

Section 15. The Company will do everything in his power to see that employees covered by this Agreement do not suffer loss of benefits provided by this Agreement through sale, assignment or other changes in name or ownership.

ARTICLE XIX: LEAVE OF ABSENCE

Section 1. All employees with one (1) year of service who have worked 1250 hours shall be covered under the provisions of the Family Medical Leave Act ("FMLA"). The FMLA is described as follows:

- A) An eligible employee shall be granted up to a total of twelve (12) workweeks of unpaid leave during each calendar year for one (1) or more of the following reasons:
 - (1) For the birth or placement of a child for adoption or foster care;
 - (2) To care for the serious health condition of a spouse, parent or child;
 - (3) To attend to an employee's own serious health condition.
- B) Upon return from leave, an employee will be returned to his former or equivalent position.
- C) The employee will continue to accrue seniority during the course of the leave.
- D) When the need is foreseeable, the employee will notify the Employer at least thirty (30) days in advance of the employee's need for leave.

ARTICLE XX: SHOP STEWARD

Section 1. The Company recognizes the right of the Union to designate a Shop Steward from the Company's seniority list. The authority of the Shop Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- A) The investigation and presentation of grievances to the Company or the designated Company representative in accordance with the provisions of the labor agreement.

B. The transmission of such messages and information which shall originate with and are authorized by the Union or its Officers, provided such messages and information have:

- (1) been reduced to writing, or
- (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods or any other interference with the Company's business.

Section 2. The Shop Steward shall be permitted reasonable time to investigate, present and process grievances on the Company's property without loss of time or pay during his regular working hours. The Shop Steward, however, shall not be paid by the Company for time spent handling grievances outside of his regular scheduled working hours.

ARTICLE XXI: REST PERIODS AND MEAL PERIODS

Section 1. All employees shall be entitled to a fifteen (15) minute rest period for every four (4) hours worked, or major portion thereof. All employees eligible to take One-Half (1/2) hour lunch break will do so on their own time.

ARTICLE XXII: WORKER'S COMPENSATION

Section 1. The Employer has secured worker's compensation insurance coverage and will make every reasonable effort to see that injured employees receive prompt, adequate medical attention. Any employee sustaining a work-related injury must immediately report said injury to his supervisor and, if necessary, request medical attention from that supervisor.

Section 2. Prior to hiring or within thirty (30) calendar days of hiring an employee or prior to returning to work from an injury, the Employer may require that the employee take a physical examination at no cost to the employee. The intention here is to avoid having employees on jobs which may jeopardize their health or the safety and health of others. The Employer shall attempt to reasonably accommodate those employees with disabilities who can perform the essential functions of the job as may be required by the American With Disabilities Act. When such other work is not available, the employee may be removed from the payroll and the case should be taken up with a representative of the Union.

Section 3. All employees will observe all safety rules set up by the Employer.

Section 4. All employees have the right to consult their own doctor for Worker's Compensation cases provided the Employer is notified, in writing, in advance of any work-related injury.

Section 5. The Employer's Worker's Compensation carrier is.

The Employer will notify the Union in writing, immediately, upon change of carrier, or the suspension or cancellation of this policy.

Section 6. The Employer agrees to meet with the Union to discuss any concerns relating to health and/or safety issues.

ARTICLE XXIII: MAINTENANCE OF PRIVILEGES

Section 1. It is agreed that any and all privileges enjoyed by the employees prior to the date of this Agreement shall not be denied to them because of the signing of this Agreement unless specifically altered or deleted herein. Such privileges shall be continued to be enjoyed by the employees during the term of this Agreement.

Section 2. Should any conflict arise between the Collective Bargaining Agreement (C.B.A.) and the Employee Manual/Handbook, the C.B.A. will take precedence. All other policies in affect at the signing of this C.B.A. that are not modified or amended by the C.B.A. will remain in affect. Future policies and procedures are subject to negotiations between the parties.

ARTICLE XXIV: SCOPE OF AGREEMENT

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferor, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the same time the seller, transferor or lessor executes a contract of transaction as herein described.

Section 2. Should the Company establish new facilities that results in work or services presently performed under this Agreement being transferred, the Company agrees to consult with the Union and offer employees who are adversely affected job opportunities that may be available at the new facilities.

ARTICLE XXV: NON-DISCRIMINATION

Section 1. The Company and the Union agree to observe all applicable Federal and State laws regarding non-discrimination against any employee or applicant for employment because of race, handicap, color, religion, origin, age or sex.

Section 2. The use of personal pronouns of the masculine gender is for grammatical purposes only, and the terms of this Agreement shall apply equally to persons of either sex.

ARTICLE XXVI: SAFETY RULES

Section 1. In the interest of maintaining high standards of safety and to minimize industrial accidents and illness, the following is agreed:

- A) The Company will comply with all State and Federal safety sanitary laws. Suitable washrooms and lockers shall be maintained and kept in clean and sanitary condition.
- B) Adequate safety devices shall be provided by the Company and when such devices are furnished, it shall be mandatory for employees to use them.
- C) No employee shall be discharged or disciplined for refusing to work on a job if his refusal is based upon the claim that said job is not safe or might unduly endanger his health until it has been determined by the Safety Officer at NAS Fallon that the job is, or has been made, safe or will not unduly endanger his health.
- D) If the Company has a safety program and requires an employee to wear safety glasses, the Company shall provide standard safety frames and non-prescription lenses. It is mandatory that the employee wear them provided that the condition of his eyes is such that he does not require prescription glasses.

Where an employee requires prescription glasses, he shall provide the prescription and the Company will pay the cost of the standard safety frames and the safety lenses ground to his prescription. The full cost of replacement of frames and lenses due to work accidents shall be borne by the Company.

- E) Employees who operate cranes shall be fully instructed in the safe operation of the equipment with "documented safety training" on said equipment.
- F) Heat and ventilation shall be provided where practical.
- G) If the Company requires employees to perform welding, it shall furnish colored glasses for welder's hoods and goggles.

ARTICLE XXVII: SUBSTANCE ABUSE POLICY AND TESTING

Section 1. This Employer maintains a strict policy against the use of illegal drugs or alcohol while on duty, while on Employer's premises, and while operating Employer's vehicles.

Section 2. No employee may use, possess, distribute or sell any illegal drug while on the Employer's property, while on duty or while operating a vehicle that is either owned or leased by the Employer. Employees may not be under the influence of an illegal drug or alcohol while performing the Employer's business, both on or off the premises. Any violation of this policy may result in disciplinary action, up to and including immediate termination.

Section 3. To facilitate administration and enforcement of this policy, the Employer may require job applicants and employees to submit to drug or substance testing under certain circumstances delineated below:

- A) All job applicants applying for employment with the Employer must submit to and pass a drug screening test. All offers of employment are conditioned upon successful completion of testing procedures.
- B) All employees placed on probation must submit to and pass a drug screening test before they are able to complete probation.
- C) In cases where an employee's supervisor or any other management employee has reasonable cause to believe that an employee possesses or is under the influence of drugs and/or alcohol and such use or influence may adversely affect the employee's job performance or the safety of the employee or co-workers, alcohol and/or drug screening may be required of that employee. This reasonable cause should be based on objective symptoms, such as employee's appearance, behavior, such and/or other relevant facts. If an employee is on a medically-prescribed medication, it is the employee's responsibility to advise the supervisor of this fact before he reports to work.
- D) Testing may also be required if an employee is found to be in possession of physical evidence; i.e., drugs, alcohol or drug paraphernalia, possibly connected with the use of an illicit drug. Testing may also be required if illicit drugs and/or alcohol are found in employee's immediate work area, locker or automobile.
- E) Alcohol and/or drug screening may be required following any work-related accident or violation of written safety precautions or standards, whether or not any injury resulted from such accident or violation.
- F) Violation of this policy by failure to pass a drug screening test or failure to cooperate fully with any request to test by the Employer may result in disciplinary action up to and including immediate termination. Employer will pay the full cost of any testing that is requested of an applicant or employee.

ARTICLE XXVIII: JURY DUTY

Section 1. A full-time employee required to be absent from his employment to serve on a jury shall be paid eight (8) times his regular hourly rate of pay for each day of jury service. Such absence shall be supported by a statement signed by the Clerk of the Court certifying as to each day of jury duty. All monies received by the employee as a result of such jury duty service shall be endorsed over to the Company.


Section 2. An employee who is subpoenaed or summoned to Court as a witness in a case in which the Company is a party or in which the employee is called concerning information received in official capacity as a Company employee shall receive all benefits and pay and operate under the same conditions as outlined in Section 1 of this Article.


ARTICLE XXIX: DURATION

Section 1. This Agreement, signed this day of , 2000 shall be effective from May 5, 2000 to September 30, 2002, until Twelve O'Clock Midnight, and shall continue from year to year thereafter unless either party indicates a desire to modify or terminate this Agreement by serving written notice on the other party at least ninety (90) days prior to the expiration date. The parties shall meet not later than forty-five (45) days prior to the anniversary date for the purpose of negotiating the desired amendments or modifications.

FOR THE COMPANY:

FOR THE UNION:

By: 
6-1-2000

By: 
5-8-2000

SCHEDULE A

HEALTH & WELFARE FRINGE BENEFIT CALCULATION

Below is an example of how an employee's health and welfare contribution is calculated. As per the collective bargaining agreement, the \$2.56 per hour is contributed toward medical insurance, pension plan and sick leave as follows:

Example assumes a full-time employee who is paid \$14.72 per hour:

Total Annual Hours	= 2080
x Health & Welfare Rate	= \$2.56
Total Health & Welfare Contribution	= \$5324.80
 Total Sick Leave Hours	 = 40
x Wage Rate	= \$14.72
Total Sick Leave Contribution	= \$588.80
 Total Health & Welfare Contribution	 = \$5324.80
Minus Sick Leave Contribution	= \$ 588.80
Health & Welfare Contribution Med/Pen.	= \$4736.00
 Health & Welfare Cont. to Medical/Pension	 = \$4736.00
Divided by Hours Worked (Annual Hours Minus Sick Leave Hours)	= 2040
Hourly Health & Welfare Contribution To Medical and Pension	= \$ 2.32

OFFEROR SUBMISSION PACKAGE

NAS FALLON, NEVADA

SP0600-01-R-0034

INSTRUCTIONS:

1. One copy of this Offeror Submission Package must be returned to the Defense Energy Support Center as your offer. See Clause L2.31 for additional information to be submitted.
2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date Standard Form 33 (SF33) in ink.
3. Facsimile proposals are NOT authorized. Please be sure that labels of overnight mailings clearly show the solicitation number and are addressed to the Bid Custodian at the address listed below.
4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated on a separate sheet of paper.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST**B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)**

The following services are to be provided for the period October 1, 2001 through September 30, 2006 with one five-year option to renew at NAS Fallon, Nevada:

**BASE YEAR
OCTOBER 1, 2001 THROUGH SEPTEMBER 30, 2006**

<u>LINE ITEM</u>	<u>DESCRIPTION OF SERVICES</u>	<u>PRICE PER MONTH</u>
0001	Alongside Aircraft Refueling Operations (to include the dispatch function)	\$ _____
0002	Fuel Storage and Distribution Operations (to include system PM and operator maintenance)	\$ _____
0003	Service Station Operations	\$ _____
0004	Ground Fuel Delivery	\$ _____
0005	Cryogenics Storage and Distribution	\$ _____
0006	NONPERSONAL SERVICES AND SUPPLIES: (COST REIMBURSEMENT - MAINTENANCE)	<u>Estimated \$5,000/Year</u>

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NAS Fallon, in accordance with Segment II, Section C-4.0.

NOTE: The Contractor will be reimbursed for services, under Line Item 0006, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section C-4.0, LOGISTICS SUPPORT, COST REIMBURSABLE). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

0007 AUGMENTATION

(a) Payment for augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer - Straight Time	_____	\$ _____/hour
0007AB	Truck Driver Tractor Trailer - Overtime	_____	\$ _____/hour
0007AC	Fuel System Distribution Oper - Straight Time	_____	\$ _____/hour
0007AD	Fuel System Distribution Oper - Overtime	_____	\$ _____/hour

B30 Cont'd.**(b) AUGMENTATION RATES.**STRAIGHT TIME - CATEGORY

Base Rate
 Plus applicable Fringes
 Subtotal
 Plus PT&I* (specify rate)
 Subtotal
 Plus Profit (specify rate)
 Total Straight-Time Rate

OVERTIME - CATEGORY

Base Rate times 1.5
 Plus PT&I* (as specified above)
 Subtotal
 Plus Profit (as specified above)
 Total Overtime Rate

Payroll Taxes and Insurance*OPTION 1****OCTOBER 1, 2006 THOROUGH SEPTEMBER 30, 2011**

<u>LINE ITEM</u>	<u>DESCRIPTION OF SERVICES</u>	<u>PRICE PER MONTH</u>
0001	Alongside Aircraft Refueling Operations (to include the dispatch function)	\$ _____
0002	Fuel Storage and Distribution Operations (to include system PM and operator maintenance)	\$ _____
0003	Service Station Operations	\$ _____
0004	Ground Fuel Delivery	\$ _____
0005	Cryogenics Storage and Distribution	\$ _____
0006	NONPERSONAL SERVICES AND SUPPLIES: (COST REIMBURSEMENT - MAINTENANCE)	<u>Estimated \$5,000/Year</u>

The Contractor shall furnish nonpersonal services, maintenance, and supplies at NAS Fallon, in accordance with Segment II, Section C-4.0.

NOTE: The Contractor will be reimbursed for services, under Line Item 0006, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section 4.0, LOGISTICS SUPPORT, COST REIMBURSABLE). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

B30 Cont'd.

0007 AUGMENTATION

(a) Payment for augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>
0007AA	Truck Driver Tractor Trailer - Straight Time	_____	\$ _____/hour
0007AB	Truck Driver Tractor Trailer - Overtime	_____	\$ _____/hour
0007AC	Fuel System Distribution Oper - Straight Time	_____	\$ _____/hour
0007AD	Fuel System Distribution Oper - Overtime	_____	\$ _____/hour

(b) AUGMENTATION RATES.STRAIGHT TIME -CATEGORY

Base Rate
 Plus applicable Fringes
 Subtotal
 Plus PT&I* (specify rate)
 Subtotal
 Plus Profit (specify rate)
 Total Straight-Time Rate

OVERTIME - CATEGORY

Base Rate times 1.5
 Plus PT&I* (as specified above)
 Subtotal
 Plus Profit (as specified above)
 Total Overtime Rate

***Payroll Taxes and Insurance**

The Ordering Officer for augmentation at NAS Fallon shall be the Commanding Officer or designee.

NOTE: When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT clause.

(DESC 52.207-9F80)

SECTION G - CONTRACT ADMINISTRATION DATA

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government’s option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

SECTION I - CONTRACT CLAUSES

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 484220.

(2) The small business size standard is \$18.5 million.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) REPRESENTATIONS.

(1) The offeror represents as part of its offer that it--

☐ is,

☐ is not

a small business concern.

(2) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents, for general statistical purposes, that it--

☐ is,

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents as part of its offer that it--

☐ is,

☐ is not

a women-owned small business concern.

(4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents, as part of its offer, that it--

☐ is

☐ is not

a veteran-owned small business concern.

(5) **(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it--

☐ is

☐ is not

a service-disabled veteran-owned small business concern.

(6) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)**

The offeror represents, as part of its offer, that--

(i) It--

☐ is

☐ is not

K1.01-11 Cont'd.

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____	_____
_____	_____
_____	_____
_____	_____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

K1.01-11 Cont'd.**(c) DEFINITIONS.** As used in this provision--**(1) Service-disabled veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) Veteran-owned small business concern means a small business concern--

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(5) Women-owned small business concern means a small business concern--

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) NOTICE.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com. (FAR 52.204-6)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

K7 Cont'd.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION. Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(FAR 52.204-5)

K88 TAXPAYER IDENTIFICATION (OCT 1998)**(a) DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because--

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

K88 Cont'd.**(e) TYPE OF ORGANIZATION.**

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)**

- (a) (1) The offeror certifies, to the best of its knowledge and belief, that--
 (i) The offeror and/or any of its principals--

- (A) ☐ are,
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency;

- (B) ☐ have,
☐ have not

within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- (C) ☐ are,
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

- (ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(i)(A), (B), and (C) of this provision--
☐ has,
☐ has not

within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them);

- (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a

willful violation of law.

K94 Cont'd.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

☐ has,

☐ has not

within the three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)